

COD Driver Service Level Agreement

Updated August 2025

Cars On Demand
W: carsondemand.com.au P: 1300 638 258 Overseas: +61 413 905 215

Contents

1 PARTIES	4
2 BACKGROUND	4
3 BINDING AGREEMENT	4
4 RELATIONSHIP	4
5 APPOINTMENT	4
6 TERM AND TERMINATION	5
6.1 Commencement	5
6.2 Termination	5
6.3 Suspension of Contractor	6
7 NON TRANSFERRABLE	6
8 CONTRACTOR UNDERTAKING	6
9 NON-SOLICITATION COVENANT	7
10 TRAINING & KNOWLEDGE TESTING	7
11 MANDATORY REQUIREMENTS	8
11.1 Current Drivers License	8
11.2 Current Hire Car Qualifications	8
11.3 Vehicle Registration Certificate	8
11.4 CTP Insurance	8
11.5 Vehicle Insurance	9
11.6 Vehicle Maintenance & Condition	9
11.7 ABN Registered for GST	9
11.8 Hand Held Mobile Device	9
11.9 Driver Information Maintenance & Advice	9
11.10 Driver Tracking Agreement	9
11.11 Driver Government Information Access Agreement	10

11.12	Driver-Customer Communication Tracking Agreement	10
11.13	Customer Rating Acknowledgement	10
11.14	P2P Portal Check Permission	10
12	DUTIES & RESPONSIBILITY	10
12.1	Communicating with COD	10
12.1.1	EMERGENCY COD CONTACT	10
12.1.2	NON URGENT COD CONTACT	10
12.2	NSW Private Hire Vehicle Mandatory Sticker	10
12.3	Confidentiality	11
12.4	Safety Obligations	11
12.5	General Responsibility	11
12.6	General Duties	11
12.7	Dress Code	11
12.8	Prohibited Conduct	11
13	ACCEPTING JOBS	11
13.1	Managing Fatigue	11
13.2	Booking Offer & Fees	11
13.3	Vision Impaired & Vulnerable Passengers	11
13.4	Courtesy Waiting Times	11
13.5	Acceptance of Bookings	12
13.6	Booking Edits	12
13.7	Fulfillment of Accepted Bookings	12
13.8	Never Off-load COD Bookings	12
13.9	Never Accept a Booking or Edit From Customers	12
14	DOING JOBS	12
14.1	Monitor Flight Arrival Times	12
14.2	Confirm On Way	12
14.3	Arrive 10 minutes early	12
14.4	Customer Contact	12
14.5	Text message the Customer	12
14.6	Missing Text Message Penalty	12
14.7	Running Late	13
14.8	Designated Airport Meeting Points	13
14.9	Digital Whiteboards for Airport Pickups	13
14.10	Customer not at pickup point	13
14.11	Baby Seats	13
14.12	Slight Change of Destination	13
14.13	Chargeable Waiting Time	13
14.14	Reporting Incidents	13
14.15	Inappropriate Conduct	13
14.16	Lost Property	13
15	CLOSING JOBS	13
15.1	Auto Close Timeframes	13
15.2	Manual Close Adding Extras	13

16 GETTING PAID	14
16.1 Payment Process	14
16.2 Incorrect Bank Details	14
16.3 Gratuities	14
17 QUERIES AND DISPUTES	14
17.1 Payment Investigations	14
17.2 Resolution of Disputes	14
18 NOTICES	14
19 COLLATERAL AGREEMENTS	14
20 LAW APPLICABLE	14
21 EXECUTION	14

1. PARTIES

This agreement is between

The Driver who is registering online.

Referred to in this agreement as Contractor

and

Cars on Demand Operations Pty Ltd

ACN 138 951 390

Referred to in this agreement as COD

2. BACKGROUND

COD conducts a ground transport business in Australia and provides corporate and executive limousine services utilising the services of professional drivers.

COD has agreed to engage the Contractor to provide chauffeured hire car and/or special vehicle services on the terms and conditions set out in this agreement.

The Contractor is a professional driver and has represented that he/she is experienced in the supply of chauffeured hire car and/or special vehicle and related driver services, and has agreed to perform the services under this agreement for COD in a manner consistent with the provisions of this agreement, best practice standards for the kind of work required and in accordance with all requirements of applicable laws.

The parties agree for consideration of the mutual agreements contained in this agreement to the terms and conditions set out in this agreement.

3. BINDING AGREEMENT

This agreement (and the service levels contemplated in it) constitute a binding agreement between COD and the Contractor.

4. RELATIONSHIP

The parties acknowledge and agree that the relationship between them constituted or evidenced by this agreement is not one of employment. COD is not an employer, and the Contractor is not an employee of COD. The relationship is one of principal and contractor.

5. APPOINTMENT

By entering into this agreement the Contractor agrees to provide during the term of this agreement ground transport services for specified trips, in each case strictly in accordance with the provisions of this agreement.

In consideration for those services COD will pay the Contractor the contracted sum, being the advertised price of each booking (inclusive of GST) plus authorized chargeable extras where applicable.

6. TERM AND TERMINATION

6.1. Commencement

This agreement commences after all the following have successfully taken place:

1. The Contractor completes the online registration/application form to become a COD subcontractor driver and provides all required information.
2. The Contractor ticks the Service Level Agreement acceptance option box indicating he/she has read, understood and accepts this Service Level Agreement (hereafter referred to as SLA).
3. The Contractor ticks the Safety Management Plan acceptance box indicating he/she has read, understood and accepts all obligations outlined in the Safety Management Plan (hereafter referred to as SMP).
4. The Contractors ABN is confirmed as GST registered by a COD Manager and this check is noted in the Contractors online profile.
5. The Contractor is confirmed as eligible to drive a public passenger vehicle, as per the relevant state government requirements.
6. The Contractor attends an interview (in person or via skype/facetime) with a COD Manager, provides original documentation as outlined in the interview checklist for sighting and presents him/her self and the vehicle professionally.
7. The Contractor undergoes relevant training and demonstrates clear knowledge of both the SLA and SMP by achieving 100% accuracy on the relevant knowledge tests.
8. The Agreement is held valid for updates which may be affected from time to time as required and which will be emailed to the Contractor and updated on his/her profile in the COD system.

The driver is presumed to accept all changes unless written notice is received by COD within 5 working days from the date of the email being issued to the Contractor with the updated Agreement.

6.2. Termination

This agreement will remain in full force and effect until terminated in writing by either party.

In the event that this agreement is terminated by either party, COD will determine the action to be taken in relation to all pending bookings previously allocated to the Contractor.

If the agreement is terminated by the Contractor, the Contractor is bound by this agreement to give at least 72 hours notice and must, unless relieved of such responsibility by written notice from COD, fulfill all allocated bookings in respect of such 72 hour notice period.

6.3. Suspension of Contractor

COD reserves the right to suspend any Contractor from its list and refuse to supply bookings to the Contractor and recalled previously allocated bookings at its absolute discretion.

7. NON TRANSFERRABLE

This agreement is non transferrable by the Contractor to another party. In the event that the Contractor cannot fulfill his/her obligations to accepted bookings in person for any reason the Contractor must call COD in advance and return all bookings to COD.

If the Contractor is planning on a period of leave and appointing another driver to drive his/her vehicle during that time, the Contractor must advise COD in writing in advance and include full contact details of the replacement driver. COD reserves full rights to all bookings accepted by the Contractor, and in this circumstance has full discretion to determine if the bookings can be completed by the replacement driver. The replacement driver must register with Cars on Demand and be deemed eligible by going through the entire driver onboarding and engagement process. No exceptions will be made.

8. CONTRACTOR UNDERTAKING

The Contractor gives in favour of COD the following specific undertakings in relation to the provision of his/her services to COD as a subcontractor driver:

1. I will be responsible for payment of any federal and state payroll and self-employment taxes attributable to payments received for ground transport services performed by me and acknowledge and agree that I am not an employee of COD for any purposes.
2. I am not working under the supervision of COD and will set my own work hours and routine.
3. I will provide my own vehicle, materials, tools, and equipment, and will expect no reimbursement for any out-of-pocket expenses incurred by me in this regard in the performance of my services.
4. I will perform services at the rate quoted for each ground transport booking accepted by me from COD, in each case inclusive of GST, with the addition of the authorized chargeable extras where applicable and provided I follow the extra charges process requirements outlined herein.

9. NON-SOLICITATION COVENANT

It is a fundamental term of the relationship between COD and the Contractor, and of this agreement, that the Contractor warrants that he/she does not under any circumstance directly or indirectly approach, solicit or accept work in any form from customers or passengers (customers) of COD.

Should a COD customer communicate directly with the Contractor (either by telephone, in writing or verbally, and either before, during or after a trip) to make a booking or to edit an existing booking, the Contractor must immediately advise the customer that the Contractor is not authorised to take or alter such bookings and the customer should call COD on the national contact number (AUS 1300 638 258), details of which are listed on the COD website (www.carsondemand.com.au).

Further, should a customer or representative of a customer directly approach the Contractor with the intent of discussing pricing or direct dealing with the Contractor or any other associated driver providing similar services, the Contractor must refrain from having such discussion and inform the customer that such an arrangement would be a serious breach of his/her agreement with COD.

Further, if this agreement is suspended or terminated for any reason the Contractor is strictly prohibited at any time during the 12 month period after such suspension or termination from directly or indirectly contacting any COD customer (either by telephone, in writing or verbally) to solicit or accept work on the Contractors or any other persons behalf.

In the event of any breach by the Contractor of his/her obligations under this section then in addition, and without prejudice, to any other remedy which COD may have (including a right to any profits or other moneys arising as a result of the breach, and/or a right to damages, or suspension from the COD network without prior notice and/or termination of this agreement) COD will be entitled to seek and obtain injunctive relief in any Court of competent jurisdiction.

Whilst the parties agree that the restraints and restrictions contained in this section are reasonable, if any one or more of them is held by a Court to be invalid, void or otherwise unenforceable, but would if part of the wording of the relevant restriction or of any of the relevant definitions relating thereto was deleted, those restrictions will apply with such deletions as may be necessary to make that particular restriction or restrictions valid and enforceable. It is also agreed that if any of the separate restrictions contained in this section is found to be void, invalid or otherwise unenforceable, such unenforceability does not affect the validity or enforceability of any of the other restrictions.

The provisions of this section survive termination of this agreement.

10. TRAINING & KNOWLEDGE TESTING

The Contractor agrees to undertake and complete any training session and/or testing, as required by COD.

Training and knowledge testing may be conducted via a number of different mechanisms (in person or digital) which will be advised to the Contractor at the relevant time. The purpose of training and testing is to assist the Contractor to get an understanding of all the terms of this agreement and to understand why many of these terms have been implemented.

Any Contractor who does not complete required training and testing will not be activated for service and will not be able to access the COD Driver APP and commence accepting work, or suspended and access to the COD Driver APP blocked.

11. MANDATORY REQUIREMENTS

The Contractor undertakes to COD at all times during the term of this agreement to hold and maintain the following minimum mandatory requirements which must be in place in order to be accepted and remain a subcontractor driver for COD.

By entering into this agreement the Contractor represents to COD that each of these requirements have and will continue to be met to the highest standards:

11.1. Current Drivers License

Contractor warrants he/she will at all times hold a current drivers license. The Contractor agrees to upload a copy of his/her drivers license during the online registration process and to update these images as required. The Contractor also agrees to provide the original drivers license during the interview process as required.

11.2. Current Hire Car Qualifications

The Contractor warrants he/she holds current hire car driver qualifications as set by the relevant state government under which the Contractor operates. The Contractor agrees to upload a copy of the relevant qualification documents during the online registration process and update the images as required. The Contractor also agrees to provide the relevant qualifications documents during the interview process as required.

11.3. Vehicle Registration Certificate

The Contractor warrants he/she holds current and appropriate vehicle registration as set out by the state government under which the Contractor operates. The Contractor agrees to upload a copy of the vehicle registration certificate during the online registration process and to update these images as required. The Contractor also agrees to provide the original vehicle registration certificate during the interview process as required.

11.4. CTP Insurance

The Contractor warrants he/she will at all times hold the required compulsory third party insurance (CTP-Greenslip) as required by the relevant state government. Please note some states (like NSW) require confirmation from the insurance supplier that the CTP Insurance covers Third Party Property Damage. The Contractor agrees to

upload a copy of the CTP insurance certificate during the online registration process and update as required. The Contractor also agrees to provide the CTP insurance certificate during the interview process as required.

11.5. Vehicle Insurance

The Contractor warrants that he/she has, and will have at all times, appropriate vehicle insurance cover and that the vehicle used to provide services in connection with this agreement has appropriate insurance cover to comply with all relevant road use and commercial hire car requirements as required by the relevant state government under which he/she operates.

The Contractor agrees to upload a copy of the vehicle insurance certificate during the online registration process and update as required. The Contractor also agrees to provide the vehicle insurance certificate during the interview process as required.

11.6. Vehicle Maintenance & Condition

The Contractor warrants that he/she will at all times operate a vehicle in excellent mechanical working order and maintained to the highest standards as per the manufacturers recommendations. The Contractor also warrants the vehicle is and will be and kept to the highest level of cleanliness (internally and externally) at all times while providing services outlined in this agreement.

11.7. ABN Registered for GST

The Contractor warrants that he/she holds and will always hold a current ABN, registered for GST. The Contractor understands that COD will check the ABN is registered for GST during the registration process and as required thereafter.

11.8. Hand Held Mobile Device

The Contractor warrants that he/she will at all times have access to a hand held mobile device capable of running the COD Driver APP, receiving SMS notifications, and facilitating voice calls.

11.9. Driver Information Maintenance & Advice

The Contractor agrees to maintain accurate and up-to-date information in their COD Driver profile, including contact details, vehicle details, and any other required information. The Contractor must promptly advise COD of any changes to this information.

11.10. Driver Tracking Agreement

The Contractor agrees to enable location tracking via the COD Driver APP while performing services under this agreement to ensure safety and efficient service delivery.

11.11. Driver Government Information Access Agreement

The Contractor grants COD permission to access and verify government-held information related to their driver qualifications, licenses, and authorizations as required for compliance with relevant laws.

11.12. Driver-Customer Communication Tracking Agreement

The Contractor agrees that COD may track and monitor communications between the Contractor and customers for quality assurance, safety, and compliance purposes.

11.13. Customer Rating Acknowledgement

The Contractor acknowledges that customers may rate their performance after each booking and agrees to maintain high standards to achieve positive ratings. Low ratings may result in suspension or termination.

11.14. P2P Portal Check Permission

The Contractor grants COD explicit permission to run their details (including driver license, vehicle registration, and authorization information) through the relevant state Point to Point (P2P) Transport Portal (such as the NSW P2P Portal) at least once per year, or as otherwise required for ongoing compliance checks, criminal offence verification, and eligibility to operate as a public passenger vehicle driver. This permission is ongoing for the duration of this agreement and supports the safety obligations outlined in the Safety Management Plan (SMP). The Contractor agrees to provide any necessary additional information or consents to facilitate these checks. Failure to comply may result in suspension or termination.

12. DUTIES & RESPONSIBILITY

12.1. Communicating with COD

12.1.1. EMERGENCY COD CONTACT

In the event of an emergency, the Contractor must contact COD immediately via the emergency contact number provided.

12.1.2. NON URGENT COD CONTACT

For non-urgent matters, the Contractor should use the standard contact channels, such as email or the COD Driver APP.

12.2. NSW Private Hire Vehicle Mandatory Sticker

The Contractor must display the NSW Private Hire Vehicle Mandatory Sticker in their vehicle at all times if operating in NSW.

12.3. Confidentiality

The Contractor must maintain the confidentiality of all customer information and COD business information.

12.4. Safety Obligations

The Contractor must comply with all safety obligations as outlined in this SLA and the SMP.

12.5. General Responsibility

The Contractor is responsible for ensuring safe and professional service delivery at all times.

12.6. General Duties

The Contractor's general duties include punctuality, courtesy, and adherence to all road rules.

12.7. Dress Code

The Contractor must adhere to the professional dress code specified by COD.

12.8. Prohibited Conduct

The Contractor must not engage in any prohibited conduct, including but not limited to solicitation, inappropriate behavior, or violation of laws.

13. ACCEPTING JOBS

13.1. Managing Fatigue

The Contractor must manage their fatigue and not accept bookings if fatigued.

13.2. Booking Offer & Fees

Bookings are offered via the COD Driver APP, and fees are as advertised, inclusive of GST.

13.3. Vision Impaired & Vulnerable Passengers

The Contractor must provide appropriate assistance to vision impaired and vulnerable passengers.

13.4. Courtesy Waiting Times

The Contractor must observe courtesy waiting times as specified.

13.5. Acceptance of Bookings

The Contractor may accept or decline offered bookings via the APP.

13.6. Booking Edits

Any booking edits must be handled through COD, not directly with customers.

13.7. Fulfillment of Accepted Bookings

Accepted bookings must be fulfilled as per the details provided.

13.8. Never Off-load COD Bookings

The Contractor must not off-load or transfer COD bookings to others without permission.

13.9. Never Accept a Booking or Edit From Customers

The Contractor must not accept bookings or edits directly from customers.

14. DOING JOBS

14.1. Monitor Flight Arrival Times

For airport pickups, monitor flight arrival times.

14.2. Confirm On Way

Confirm "On Way" status via the APP.

14.3. Arrive 10 minutes early

Arrive at least 10 minutes early for pickups.

14.4. Customer Contact

Contact customers as required using approved methods.

14.5. Text message the Customer

Send a text message to the customer upon arrival.

14.6. Missing Text Message Penalty

Failure to send the required text may result in penalties.

14.7. Running Late

If running late, notify COD and the customer immediately.

14.8. Designated Airport Meeting Points

Use designated meeting points at airports.

14.9. Digital Whiteboards for Airport Pickups

Use digital whiteboards for airport pickups where required.

14.10. Customer not at pickup point

If the customer is not at the pickup point, follow the specified procedures.

14.11. Baby Seats

Provide baby seats if requested and required.

14.12. Slight Change of Destination

Handle slight changes in destination appropriately.

14.13. Chargeable Waiting Time

Charge for waiting time as per guidelines.

14.14. Reporting Incidents

Report any incidents immediately to COD.

14.15. Inappropriate Conduct

Avoid and report any inappropriate conduct.

14.16. Lost Property

Handle lost property as per procedures.

15. CLOSING JOBS

15.1. Auto Close Timeframes

Jobs may auto-close within specified timeframes.

15.2. Manual Close Adding Extras

Manually close jobs and add extras where applicable.

16. GETTING PAID

16.1. Payment Process

Payments are processed as per the agreed schedule.

16.2. Incorrect Bank Details

Ensure bank details are correct; incorrect details may delay payments.

16.3. Gratuities

Gratuities are at the customer's discretion.

17. QUERIES AND DISPUTES

17.1. Payment Investigations

COD will investigate payment queries.

17.2. Resolution of Disputes

Disputes will be resolved as per the agreement.

18. NOTICES

Notices must be in writing.

19. COLLATERAL AGREEMENTS

No collateral agreements unless in writing.

20. LAW APPLICABLE

This agreement is governed by the laws of Australia.

21. EXECUTION

This agreement is executed by the Contractor's acceptance during registration.