

THE HILLS COMMUNITY AID & INFORMATION SERVICE Inc.



CLIENT AGREEMENT

Introduction

This agreement is between The Hills Community Aid & Information Service Inc. (HCA) and a client of the HillsCarPal Seniors Transportation service ("The Client") and/or their "Sponsor". Registering as a HillsCarPal Client involves signing this agreement and abiding by;

- The terms of this Agreement; and
- HillsCarPal Client Ride Guidelines (attached).

Length of the Agreement

This agreement commences when signed by The Client and ceases when either party notifies the other party that they wish to terminate the agreement.

Changes to this Agreement

The terms of this agreement may be updated without notice to The Client. However, the most current version of the Terms and Conditions will always be available at www.hillscarpal.org.au

Limit of HCA's Liability

The Client agrees and accepts that HCA, its Convenor HillsCarPal, its volunteers or HillsCarPal's sponsors shall have no responsibility, and do not accept any liability, for his/her safety when arranging or taking a HillsCarPal Ride.

Duties & Responsibilities of The Client

Duties of The Client: The Client will make all Ride Requests through a HillsCarPal-assigned Facilitator and **will NOT contact a driver directly**, except when discussing Ride Requests that the Facilitator advises have been accepted by that driver.

Where The Client wishes to travel with a companion or friend on a Ride, The Client must clearly state this when making the Ride Request. Also the following details must be provided when making Ride Requests for such Rides:

1. The **number** of extra passengers;
2. Their **names** and their **relationship** to The Client e.g. friend, carer, son, daughter; and
3. Anything other than a handbag they will have with them that might **need boot space**.

Clients are responsible for the conduct of any travelling companions. Should any issues arise concerning the behaviour of travelling companions, HCA reserves the right to discontinue accepting travelling companions of The Client at its sole discretion.

The Client agrees to having an Facilitator assigned by HillsCarPal and will assist them by:

- providing accurate trip/appointment information when requesting a Ride; and
- responding promptly to messages left by the Facilitator about Ride Requests.

If The Client nominates a Sponsor to make Ride Requests on their behalf , The Client thereby;

- authorizes HCA to communicate with the nominated Sponsor and provide information to him/her, as though it was communicating directly with The Client;
- agrees that actions taken by his/her Sponsor in relation to HillsCarPal are to be considered as having been taken by The Client; and

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- is responsible to advise any change in the Sponsor's contact details.

And a Sponsor who signs this Agreement, is bound by its terms in HillsCarPal-related matters as if he or she was The Client.

The Client will use his/her best endeavours to give reasonable notice if a Ride, that has been previously arranged, is to be cancelled.

The Client further agrees to provide HillsCarPal with the following information:

- Any changes in his/her Centrelink or DVA status;
- Any changes to his/her Mobility Parking Scheme (MPS) Permit status; and
- Any changes to phone numbers, email address or residential address details.

Responsibilities of The Client: The Client must not offer HillsCarPal volunteer drivers any monetary reward for Rides promised or taken. Any direct financial transaction undertaken between The Client and HillsCarPal volunteers is contrary to this agreement. Invoices issued for Rides taken are to be paid by The Client by credit or debit card or via PayPal upon receipt of the invoice.

The Client undertakes and agrees in connection with his/her registration with HillsCarPal:

1. To treat confidentially information he/she may derive from other HillsCarPal Clients or volunteers concerning the affairs of any of HillsCarPal's Clients or volunteers;
2. Not to make any public statements concerning another HillsCarPal Client or volunteer without the express approval of HCA, the other Client and/or volunteer.

Duties & Responsibilities of HCA

Facilitator Appointment: HCA will call for volunteers to assign as an Facilitator, who The Client or Sponsor will call when wishing to make Ride Requests. HCA may, at its sole discretion, change the Facilitator assigned to The Client at any time.

Invoices: HCA will issue monthly invoices to The Client, the total of which will be calculated by multiplying the total number of Rides for the month by \$8.50 (or \$17.00 per return Ride). In addition, the first invoice issued to The Client in each Calendar Year will include a \$40.00 Annual Member Contribution.

Insurance: HCA has NO insurance for The Client for accidental injury that may occur whilst on HillsCarPal Rides and cannot be held liable for any injury or loss experienced by The Client. Third Party Personal Injury (Greenslip) Insurance normally applies to volunteer drivers' vehicles providing a HillsCarPal Ride.

Training & Feedback: Face-to-face meeting(s) may be held with The Client as part of induction & training in HillsCarPal operations. **Subject to his/her approval The Client will also be called occasionally by HillsCarPal volunteers** seeking feedback on their recent Rides.

The Client may provide additional feedback, as follows:

- email his/her queries or concerns to convenor@hillscarpal.org.au;
- write a letter to Convenor HillsCarPal, 390 Windsor Road NSW 2153 or,
- in the event of a **serious or urgent matter**;
 - **to call** the Convenor HillsCarPal on **02 9639 8620** or **0418 229 616**.

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The Client may approach the Convenor HillsCarPal or the HCA Executive Officer (Tel **02 9639 8620**) at any time to discuss any issue resulting from HillsCarPal operations.

Privacy Policy: If The Client uses HillsCarPal website, his/her personal information is protected in accordance with the Privacy and Personal Information Protection Act 1998 (NSW). From time to time, HCA may contact The Client to provide him/her with information about HillsCarPal or to request feedback or testimonials. **Quotes, photos or videos for promotional purposes involving The Client will only be published with his/her approval.**

Neither HCA, its Convenor HillsCarPal, nor HillsCarPal sponsors have any responsibility for the privacy policies or practices of any third party sites linked to the HillsCarPal website or to HillsCarPal Facebook Pages or its Groups.

If you have any questions about the application of this Privacy Policy, please contact HillsCarPal at convenor@hillscarpal.org.au

SEE OVER BEFORE YOU ANSWER

Q 1) Do you **approve us calling you for feedback** on Rides you take with us?

YES or..... **NO**

Q 2) Do you **authorize us to publish** quotes, photos & videos of you in promoting the CarPal service?

YES or..... **NO**

.....
(Name of Client)

.....
(Signature of Client)

.....
(Name of Sponsor, if any)

.....
(Signature of HCA Representative)

.....
(Signature of Sponsor, if any)

.....
(Date of Agreement)

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APPROVAL TO CALL

If you answer "Yes" to Question 1 we will occasionally call you after a Ride you have taken with us in the previous week. The call would come from one of our Ride Satisfaction volunteers. So that you know the call is genuine, our callers will firstly mention the date of your last HillsCarPal Ride and then the name of your volunteer driver.

Our volunteers will ask the following questions:

- 1) How was the pickup?
- 2) Were there any communication issues about the pickup location or time?; and
- 3) Overall, how satisfied were you about this CarPal Ride?

AUTHORITY TO PUBLISH

HillsCarPal would like to use your quotes, photos & videos and/or your first name in some of its printed and/or electronic promotional and marketing material which will be available for viewing by the public. This is because we need to continually promote Community Rideshare to attract volunteers. The more people who volunteer, the more Seniors we can transport.

If you answer "YES" to Question 2 it means that you agree to the following:

1. HillsCarPal is able to use quotes, photos & videos of you, and/or your first name as many times and in as many ways as it wants to – for example, on HillsCarPal's website, presentations, print materials and social media.
2. Your photos or videos may be reproduced in colour or black and white.
3. You will not be consulted about the specific context in which your photos, videos, quotes and/or first name appears.
4. Material held will be kept for an indefinite time and will be stored and disposed of securely.
5. You will not be paid by HillsCarPal for the use of your photos, videos, quotes and/or first name.
6. You are not required to agree to have your photos, videos, quotes and/or first name – **i.e. participation is optional.**

HillsCarPal will not use your photos, videos, quotes and/or first name for any purpose other than the general promotion and marketing of HillsCarPal.

A yellow tag with a string, hanging from a blue and purple swoosh. The tag contains the text "SENIORS TRANSPORTATION" in black, uppercase letters.

SENIORS TRANSPORTATION

HillsCarPal Client Ride Guidelines

1. Make a note of the names and mobile numbers for the drivers providing each Ride and carry the note with you. Better still enter them in your own mobile's contacts folder.
2. When making a Ride Request, don't forget to mention if you hold a Mobility Parking Scheme (MPS) Permit, so that the driver can display HillsCarPal organisation's MPS permit on the windscreen as he/she stops to pick you up.
3. Include the details of any travelling companions when you make your Ride Request.
4. Be ready for each Ride at least 10 minutes prior to the arranged collection time.
5. Contact the driver on their mobile **only if they have not arrived at least 5 minutes after appointed collection time.**
6. Before getting into the vehicle check that a HillsCarPal flag is displayed, and request to see the driver's HillsCarPal ID card.
7. **On a RETURN ride:**
 - a. Feel free to call the driver around one (1) hour before the appointed collection time to **verbally confirm the pick up time and the pick up point.** This is NOT necessary for regular trips & regular drivers.
 - b. If it makes sense, try to ascertain **which direction the vehicle will be coming from and what side of the road you should wait on** for pick up. When using an MPS Permit, drivers may need to remain within 3 metres of the vehicle at all times.
 - c. Be at the pickup point at least 10 minutes early or, in the case of **ESTIMATED** (pickup time) Rides, as soon as possible after calling the driver to advise you are ready for pickup.
8. If you are going to be late, ring the driver to advise him/her.
9. If the driver has already left (because you were not at the pick-up place at the correct time) **you are responsible for arranging and paying for your alternative transport home.**
10. If for any reason the driver fails to show up and cannot be contacted on his/her mobile, please ring either **0418 229 616** or 02 9639 8620 so that alternative transport arrangements can be made.

Call the HillsCarPal Helpline on 0418 229 616 at any time you need advice or to report any issue that concerns you.

Be friendly and enjoy your Ride!