

Terms and Conditions of the Government's COVID-19 Driver Relief Fund (CDRF), Extended CDRF (CDRF2) and CDRF Top-up (CDRF+)

Terms and Conditions Governing the Disbursement of Government's CDRF, CDRF2 and CDRF+

The acceptance of the '*COVID-19 Driver Relief Fund– Operator Nomination*' Form by the LTA and the disbursement of the COVID-19 Driver Relief Fund ("**CDRF**"), Extended COVID-19 Driver Relief Fund ("**CDRF2**") and COVID-19 Driver Relief Fund Top-up ("**CDRF+**") shall be subject to the terms and conditions set out herein.

1. CDRF, CDRF2 and CDRF+ Disbursement Period

1.1 The CDRF in respect of PHC drivers shall be disbursed from 18 January 2021 to 16 July 2021 (both dates inclusive) ("**PCDRF Period**") by the ride-hail service operators known as Comfort, Go-Jek, Grab, Ryde and TADA ("**Facilitating PHC Operators**") to chauffeured private hire car drivers ("**PHC Drivers**") who meet the eligibility criteria under Clause 2.5 or 2.6 ("**CDRF Eligible PHC Drivers**"). The CDRF+ in respect of PHC drivers shall be disbursed for the period 16 May 2021 to 30 June 2021 (both dates inclusive) ("**PCDRF+ Period**") by the Facilitating PHC Operators to PHC Drivers who meet the eligibility criteria under Clause 2.7 ("**CDRF+ Eligible PHC Drivers**"). The CDRF2 in respect of PHC drivers shall be disbursed for the period 17 July 2021 to 14 October 2021 (both dates inclusive) ("**PCDRF2 Period**") by the Facilitating PHC Operators to PHC Drivers who meet the eligibility criteria under Clause 2.8 ("**CDRF2 Eligible PHC Drivers**").

1.2 The CDRF in respect of taxi drivers shall be disbursed from 1 January 2021 to 29 June 2021 (both dates inclusive) ("**TCDRF Period**") by taxi service operators ("**Taxi Operators**") to taxi drivers who meet the eligibility criteria under Clause 2.3 ("**Eligible Taxi Drivers**"). The CDRF+ in respect of taxi drivers shall be disbursed from 16 May 2021 to 30 June 2021 (both dates inclusive) ("**TCDRF+ Period**") through Taxi Operators to Eligible Taxi Drivers. The CDRF2 in respect of taxi drivers shall be disbursed from 30 June 2021 to 27 September 2021 (both dates inclusive) ("**TCDRF2 Period**") through Taxi Operators to Eligible Taxi Drivers.

- 1.3 For the purpose of these terms and conditions, references to “**Eligible Drivers**” shall refer to Eligible Taxi Drivers, CDRF Eligible PHC Drivers, CDRF2 Eligible PHC Drivers and CDRF+ Eligible PHC Drivers collectively.
- 1.4 The CDRF, CDRF2 and CDRF+ disbursed to Eligible Taxi Drivers is made up of two components: (a) a fixed sum determined by LTA (“**LTA Attributable Sum**”), and (b) a discretionary sum (as the case may be) determined by the Taxi Operator (“**Operator Attributable Sum**”). The CDRF, CDRF2, and CDRF+ disbursed to CDRF Eligible PHC Drivers, CDRF2 Eligible PHC Drivers and CDRF+ Eligible PHC Drivers comprises solely of the LTA Attributable Sum.
- 1.5 The LTA Attributable Sum for the CDRF shall be \$20 per day for the first 90 days of the TCDRF Period and PCDRF Period and \$15 per day for the last 90 days of the TCDRF Period and PCDRF Period. The LTA Attributable Sum for the CDRF+ shall be \$10 per day for the period of 16 May to 30 June 2021. The LTA Attributable Sum for the CDRF2 shall be \$10 per day for the first 60 days of the TCDRF2 Period and PCDRF2 Period and \$5 per day for the last 30 days of the TCDRF2 Period and PCDRF2 Period.
- 1.6 The Operator Attributable Sum payable to Eligible Taxi Drivers shall be determined by the relevant Taxi Operator.
- 1.7 Eligible Taxi Drivers who meet the criteria stipulated at Clause 2.3(a)ii will receive a part of the CDRF, CDRF2 and CDRF+ as the Taxi Operator may determine in its sole discretion, bearing in mind any other Eligible Taxi Driver who has entered into a hiring agreement on a part-time or ad hoc basis with the Taxi Operator under the scheme titled ‘*Taxi Share*’ or such other similar scheme, arrangement or agreement (“**Taxi-Share Agreement**”).
- 1.8 CDRF Eligible PHC Drivers, CDRF2 Eligible PHC Drivers and CDRF+ Eligible PHC Drivers who share a chauffeured private hire car with other PHC Drivers (who are also CDRF Eligible PHC Drivers, CDRF2 Eligible PHC Drivers or CDRF+ Eligible PHC Drivers) will receive an equal part of the CDRF, CDRF2

and CDRF+ disbursed as between all CDRF Eligible PHC Drivers, CDRF2 Eligible PHC Drivers and CDRF+ Eligible PHC Drivers.

1.9 Eligible Taxi Drivers who share their taxis with taxi drivers who have been hired by other Eligible Taxi Drivers under any scheme that is not a Taxi-Share Agreement are encouraged to share the CDRF, CDRF2 and CDRF+ with the other taxi drivers.

1.10 The CDRF, CDRF2 and CDRF+ will be paid to Eligible Drivers by their Taxi Operator or nominated Facilitating PHC Operator (as the case may be). Eligible Drivers and their Taxi Operator or Facilitating PHC Operator (as the case may be) shall mutually agree on the manner the CDRF, CDRF2 and CDRF+ are to be paid.

1.11 Under no circumstance will LTA be responsible or liable for any delay or failure (whether intentional or negligent) by a relevant Taxi Operator or nominated Facilitating PHC Operator to pay the CDRF, CDRF2 or CDRF+ (or any part thereof) to Eligible Drivers.

2. Eligibility Criteria

2.1 For the avoidance of doubt, LTA's acceptance of a Taxi Driver's or PHC Driver's submission of the '*COVID-19 Driver Relief Fund (CDRF) - Operator Nomination*' or '*Extended COVID-19 Driver Relief Fund (CDRF) - Operator Nomination*' Form does not constitute a representation by LTA that the Taxi Driver or PHC Driver meets the relevant eligibility criteria set out in this Clause 2.

Eligible Taxi Drivers

2.2 A Taxi Driver must fulfill the eligibility criteria in Clause 2.3 to be eligible to receive the CDRF, CDRF2 and CDRF+ in respect of any particular day ("**Eligible Taxi Driver**").

2.3 The eligibility criteria are as follows:

(a) The Taxi Driver has entered into –

- (i) either an agreement with a Taxi Operator to hire a Taxi to be used for the provision of street-hail and on-demand passenger transport services in that Taxi and which is not a Taxi-Share Agreement; or
- (ii) a Taxi-Share Agreement; and
- (b) The Taxi Driver is not concurrently receiving the COVID-19 Recovery Grant (CRG) from Ministry of Social and Family Development (MSF).

2.4 For the avoidance of doubt, Eligible Taxi Drivers do not need to nominate any Taxi Operator. Payment of the CDRF, CDRF2 and CDRF+ will be made through the Eligible Taxi Driver's Taxi Operator.

CDRF Eligible PHC Drivers

2.5 A PHC Driver must fulfill the following criteria to be eligible to receive the CDRF in respect of any particular day:

- (a) The PHC Driver has held a valid vocational licence as at 31 December 2020 and continues to hold a valid vocational licence for the entire PCDRF Period;
- (b) The PHC Driver maintains an active driver account with his or her Facilitating PHC Operator for the entire PCDRF Period;
- (c) The PHC Driver has completed an average of at least two hundred (200) trips per calendar month for the period from October 2020 to December 2020 (inclusive). For the purpose of calculating the average trips completed per calendar month under this sub-clause 2.5(c), the individual must have commenced the trips on or after the first calendar day of the calendar month;
- (d) The PHC Driver has completed at least one (1) trip with the Facilitating PHC Operator in the month preceding the relevant month for which the CDRF is being disbursed; and
- (e) The PHC Driver is not concurrently receiving the CRG from MSF.

2.6 Notwithstanding Clause 2.5, a PHC Driver who has previously received any sums under the Special Relief Fund and Extended Special Relief Fund shall be eligible to receive the CDRF in respect of any particular day, even if the PHC Driver does not fulfill Clause 2.5(c).

CDRF+ Eligible PHC Drivers

2.7 A PHC Driver must fulfill the following criteria to be eligible to receive the CDRF+ in respect of any particular day:

- (a) The PHC Driver is a recipient of the CDRF in respect of the month of May 2021;
- (b) The PHC Driver holds a valid vocational licence for the PCDRF+ Period;
- (c) The PHC Driver maintains an active driver account with his or her Facilitating PHC Operator for the entire PCDRF+ Period and is not under any temporary or permanent suspension or ban by the Facilitating PHC Operator in accordance with the Facilitating PHC Operator's prevailing policies; and
- (d) The PHC Driver is not concurrently receiving the CRG from MSF.

CDRF2 Eligible PHC Drivers

2.8 A PHC Driver must fulfill the following criteria to be eligible to receive the CDRF2 in respect of any particular day:

- (a) The PHC Driver has held a valid vocational licence as at 31 May 2021 and continues to hold a valid vocational licence for the entire PCDRF2 Period;
- (b) The PHC Driver maintains an active driver account with his or her Facilitating PHC Operator for the entire PCDRF2 Period;
- (c) The PHC Driver has completed an average of at least two hundred (200) trips per calendar month for the period from March 2021 to May 2021 (inclusive). For the purpose of calculating the average trips completed per calendar month under this sub-clause 2.8(c), the individual must have commenced the trips on or after the first calendar day of the calendar month;
- (d) The PHC Driver has completed at least one (1) trip with the Facilitating PHC Operator in the month preceding the relevant month for which the CDRF2 is being disbursed; and
- (e) The PHC Driver is not concurrently receiving the CRG from MSF.

2.9 Notwithstanding Clause 2.8, a PHC Driver who has previously received any sums under the CDRF shall be eligible to receive the CDRF2 in respect of any particular day, even if the PHC Driver does not fulfill Clause 2.8(c).

2.10 Notwithstanding Clause 2.5, a PHC Driver under any stay-home notice, quarantine order, leave of absence, hospitalization leave or certified sick leave (each a “**work absence order**” and collectively, the “**work-absence orders**”) shall be eligible to receive the CDRF, CDRF2 and CDRF+ notwithstanding Clause 2.5(d) and 2.8(d), if the PHC Driver does not receive full reimbursement or compensation for vehicle rental as a result of any work absence order(s) issued. For the purposes of this Clause 2.10, “certified sick leave” shall mean certification to be unfit for work or duty by a medical practitioner registered under the Medical Registration Act (Cap. 174) or Dental Registration Act (Cap. 76).

2.11 An Eligible PHC Driver must nominate one (1) of the Facilitating PHC Operators, with whom the Eligible PHC Driver holds and maintains an active driver account, from which the CDRF and CDRF2 (as applicable) is to be received. For existing CDRF recipients, the CDRF2 and CDRF+ will be disbursed through this same CDRF-nominated Facilitating PHC Operator. They do not need to make a fresh nomination for their preferred Facilitating PHC Operator. LTA will not be obliged to confirm the nomination with any CDRF Eligible PHC Driver, CDRF2 Eligible PHC Driver or CDRF+ Eligible PHC Driver, and shall not be held liable in respect of any loss that may be suffered by the CDRF Eligible PHC Driver, CDRF2 Eligible PHC Driver or CDRF+ Eligible PHC Driver in connection with LTA acting in accordance with the nomination.

2.12 The nomination under Clause 2.11 shall apply for the entire PCDRF Period, PCDRF2 Period and PCDRF+ Period and cannot be changed, unless:

- (a) the Eligible PHC Driver makes a request in writing to LTA;
- (b) the criteria set out in Clauses 2.5 and 2.6, and Clauses 2.8 and 2.9, are met vis-à-vis the Eligible PHC Driver and the alternative Facilitating PHC Operator that the Eligible PHC Driver seeks to nominate; and

(c) LTA consents in writing to such change in nomination. Any consent given by LTA may be subject to such terms and conditions, which LTA may in its sole and absolute discretion, impose.

2.13 For the avoidance of doubt, Eligible Drivers who receive the CDRF, CDRF2 and CDRF+ shall not be eligible for the CRG under MSF, and vice versa. Drivers who do not qualify for the CDRF, CDRF2 and CDRF+ may apply for the CRG if they meet the eligibility criteria.

3. General

3.1 Notwithstanding Clause 2, LTA shall have sole and absolute discretion to determine whether any driver is an Eligible Driver and whether or not the CDRF, CDRF2 and CDRF+ should be disbursed to such driver.

3.2 LTA's decisions on all matters, including the determination referred to in Clause 3.1 above, shall be final and binding, and LTA shall not be obliged to provide any reasons for its decision. LTA and the relevant Taxi Operator (or Facilitating PHC Operator, as the case may be) shall not be obliged to correspond with any individual or any other party on any matter in relation to the CDRF, CDRF2 and CDRF+.

3.3 Subject to Clauses 3.1 and 3.2 above, individuals who have been determined not to be Eligible Drivers may submit an appeal to LTA, for further consideration of that individual's eligibility. For the avoidance of doubt, Clauses 3.1 and 3.2 above shall apply to the appeal.

3.4 The Eligible Driver acknowledges that if it is found that the Eligible Driver has breached any of the Terms and Conditions, or if LTA in its sole and absolute discretion determines that the Eligible Driver is not in fact eligible to receive the applicable CDRF, CDRF2 and CDRF+, the relevant Taxi Operator or Facilitating PHC Operator may require the return of any disbursements made. Any CDRF, CDRF2 and CDRF+ not so returned may be recovered as a debt owed to the relevant Taxi Operator or Facilitating PHC Operator.

3.5 The Eligible Driver undertakes to indemnify and hold LTA harmless from any loss, liability, claim or demand (including legal fees on a solicitor and client basis), made by any third party under any cause of action whatsoever due to or arising out of or in connection with the CDRF, CDRF2 and CDRF+ and these Terms and Conditions.

3.6 These Terms and Conditions are governed by and interpreted in accordance with the laws of the Republic of Singapore and the Eligible Driver hereby agrees to submit to the exclusive jurisdiction of the Singapore courts.

3.7 LTA's rights and remedies under these Terms and Conditions are cumulative and are in addition to and without prejudice to any rights or remedies that LTA may have at law or in equity. Further, no exercise by LTA of any right or remedy under these Terms and Conditions shall operate to hinder or prevent the exercise by LTA of any other right or remedy under these Terms and Conditions, or any other right or remedy available to LTA at law or in equity.

4. Personal Data

4.1 The information provided in the completed application form submitted over <http://go.gov.sg/cdrf-opnom>, <http://go.gov.sg/cdrf-latenom>, <http://go.gov.sg/cdrf2-opnom> or <http://go.gov.sg/cdrf2-latenom>, will remain confidential and used by LTA and the relevant Taxi Operator (or Facilitating PHC Operator) solely for the purposes of evaluating the applicant's application and verifying if he or she is eligible for the applicable CDRF, CDRF2 and CDRF+. However, LTA may disclose the information (including personal data) contained in the completed application form submitted over <http://go.gov.sg/cdrf-opnom>, <http://go.gov.sg/cdrf-latenom>, <http://go.gov.sg/cdrf2-opnom> or <http://go.gov.sg/cdrf2-latenom>, if the disclosure is required and/or permitted by law.

4.2 Pursuant to Clause 2.13, the information provided in the completed application form submitted over <http://go.gov.sg/cdrf-opnom>, <http://go.gov.sg/cdrf-latenom>, <http://go.gov.sg/cdrf2-opnom> or <http://go.gov.sg/cdrf2-latenom>, will remain confidential and used by LTA and the Ministry of Social and Family

Development for the purposes of evaluating and verifying the Applicant's eligibility for the CRG announced by the Ministry of Social and Family Development.

5. Contracts (Rights of Third Parties) Act

5.1 A person who is not a Party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

6. Amendments to these Terms and Conditions

6.1 LTA reserves the sole and absolute discretion to amend and update these Terms and Conditions at any time without notice to Eligible Drivers. It is the Eligible Drivers' responsibility to check <http://go.gov.sg/cdrf-info> for any amendments or updates.

6.2 The Eligible Driver acknowledges and agrees that it is his or her personal responsibility to review these Terms and Conditions periodically and to keep himself or herself updated of any amendments thereto.

6.3 Eligible Drivers shall be deemed to accept any amendments of these Terms and Conditions by LTA, whether or not the Eligible Drivers are notified of such amendments, by virtue of their continued receipt of the CDRF, CDRF2 and CDRF+ from the relevant Taxi Operator or Facilitating PHC Operator.

7. Enquiries

7.1 Eligible Drivers should provide their feedback to, and work with, their respective Taxi Operators or Facilitating PHC Operators (as the case may be) with regard to any issues in relation to payments of the CDRF, CDRF2 and CDRF+.