

Terms and Conditions for the Disbursement of \$150 Relief in August 2022

The terms and conditions ("**Terms and Conditions**") set out herein shall apply in respect of:-

- a. The acceptance by the Land Transport Authority of Singapore ("**LTA**") of the '*Driver Support Fund – Operator Nomination*' Form submitted by a driver of a private hire car ("**PHC Driver**"), or by a Facilitating PHC Operator or an authorised person on his behalf for the purpose of nomination to receive the **the \$150 Relief in August 2022 ("Relief")**;
- b. The acceptance by the LTA of records submitted by a Taxi Operator in respect of a driver of a taxi ("**Taxi Driver**") for the purpose of nomination to receive the Relief; and
- c. The disbursement of the Relief to any Eligible Driver.

1. Disbursement Period

1.1 For the purpose of these Terms and Conditions,

- (a) "**Eligible PHC Driver(s)**" shall refer to PHC Driver(s) who are eligible for Relief (in whole or part) pursuant to Clauses 2.4, 2.5 and 2.6;
- (b) "**Eligible Taxi Driver(s)**" shall refer to Taxi Driver(s) who are eligible for Relief (in whole or part) pursuant to Clause 2.2;
- (c) "**Eligible Driver(s)**" shall collectively refer to Eligible Taxi Driver(s) and Eligible PHC Driver(s).

1.2 The Relief shall be disbursed to Eligible PHC Drivers in the month of August 2022 by the ride-hail service operators known as ComfortDelGro, Go-Jek, Grab, Ryde and TADA ("**Facilitating PHC Operators**").

1.3 The Relief shall be disbursed to Eligible Taxi Drivers from 2 August 2022 to 31 August 2022 by their taxi service operator ("**Taxi Operators**").

1.4 Subject to Clauses 1.5 and 1.6, the Relief to be disbursed to Eligible Drivers will be:

- (a) A one-time lump sum payment of S\$150, for Eligible PHC Drivers; and

(b) \$5 per day for a total of thirty (30) days, for the period from 2 August 2022 to 31 August 2022, for Eligible Taxi Drivers.

1.5 Where in respect of any particular taxi, there are multiple Eligible Taxi Drivers and none may be considered as the primary Taxi Driver of that taxi, then each Eligible Taxi Driver shall receive a proportion of the Relief disbursed as between all aforesaid Eligible Taxi Drivers based on the relevant Taxi Operator's discretion.

1.6 In respect of Eligible PHC Drivers, where in respect of any particular PHC, there are multiple Eligible PHC Drivers, then each Eligible PHC Driver shall receive an equal part of the Relief disbursed as between all aforesaid Eligible PHC Drivers.

1.7 In respect of any particular taxi, if there are multiple Eligible Taxi Drivers but one of them is considered the primary Taxi Driver of that taxi, that primary Taxi Driver is encouraged to share the Relief with the other Taxi Drivers.

1.8 Eligible Drivers and their Taxi Operator or Facilitating PHC Operator (as the case may be) shall mutually agree on the manner and form in which the Relief is to be paid.

1.9 Under no circumstance will LTA be responsible or liable for any delay or failure (whether intentional or negligent or otherwise) by a relevant Taxi Operator or nominated Facilitating PHC Operator to pay the Relief (or any part of the Relief) to Eligible Drivers.

2. Eligibility Criteria

2.1 For the avoidance of doubt, LTA's acceptance of any nomination pursuant to Clauses 2.3 and 2.5 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 following criteria to be eligible to receive the Relief in respect of any particular day during the period from 2 August 2022 to 31 August 2022:

- (a) The Taxi Driver has entered into 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; and
- (b) The Taxi Driver is not concurrently receiving the Freelancers and Self-Employed Unit ("**U FSE**") Relief Scheme 2022 from National Trades Union Congress ("**NTUC**").

2.3 For the avoidance of doubt, Eligible Taxi Drivers do not need to personally nominate any Taxi Operator for the purpose of receiving payment under the Relief. The nomination is deemed to have been made once the Eligible Taxi Driver's Taxi Operator provides records relating to the Eligible Taxi Driver confirming eligibility.

Eligible PHC Drivers

2.4 A PHC Driver must fulfill the following criteria to be eligible to receive the Relief in respect of any particular day during the period from 1 August 2022 to 31 August 2022, both dates inclusive ("**Relief Period**"):

- (a) The PHC Driver has held a valid vocational licence as at 31 July 2022 and continues to hold a valid vocational licence for the entire Relief Period;
- (b) The PHC Driver maintains an active driver account with his or her Facilitating PHC Operator as at 31 July 2022 and for the entire Relief Period;
- (c) The PHC Driver has completed an average of at least two hundred (200) trips per calendar month for the period from 1 March 2022 to 31 May 2022 (inclusive). For the purpose of calculating the average trips completed per calendar month under this sub-clause (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 July 2022; and
 - (e) The PHC Driver is not concurrently receiving the U FSE Relief Scheme 2022 from NTUC.

Additional Eligibility Requirements for PHC Drivers

2.5 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 Relief is to be received. LTA shall not be obliged to confirm the nomination with any Eligible PHC Driver, and shall not be held responsible or liable in respect of any loss that may or have been suffered by any Eligible PHC Driver in connection with LTA acting in accordance with the nomination.

2.6 The nomination under Clause 2.5 shall apply for the entire Relief Period, and cannot be changed, unless:

- (a) the Eligible PHC Driver makes a request in writing to LTA;
- (b) the criteria set out in Clause 2.4 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.

2.7 For the avoidance of doubt, Eligible Drivers who receive any Relief shall not be eligible for the U FSE Relief Scheme 2022 under NTUC, and *vice versa*. Drivers who do not qualify for the Relief may apply for the U FSE Relief Scheme 2022 if they meet the relevant eligibility criteria.

3. General

- 3.1 Notwithstanding Clause 2, LTA shall have the sole and absolute discretion to determine whether any driver is an Eligible Driver and whether or not the Relief 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 Relief.
- 3.3 Subject to Clauses 3.1 and 3.2 above, individuals who have been determined by LTA 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 these 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 Relief, the relevant Taxi Operator or Facilitating PHC Operator may require the return of any disbursements made. Any Relief or part of the Relief not so returned may be recovered as a debt owed by such drivers 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 Relief 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 <https://go.gov.sg/dsf-opnom> 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 the applicant's eligibility for the disbursement of the Relief to Eligible Drivers. However, LTA may disclose the information (including personal data) contained in the completed application form submitted over <https://go.gov.sg/dsf-opnom> to third parties, if the disclosure is required and/or permitted by law.

4.2 The information provided in the completed application form submitted over <https://go.gov.sg/dsf-opnom> will remain confidential and used by LTA and NTUC for the purposes of evaluating and verifying the applicant's eligibility for the U FSE Relief Scheme 2022 under NTUC.

5. Contracts (Rights of Third Parties) Act

5.1 Save for the relevant Taxi Operator (or Facilitating PHC Operator) and third parties (as applicable) referred to in Clauses 3.4 and 4.1, a person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 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' sole responsibility to check <https://go.gov.sg/dsf-info> for any amendments or updates to these Terms and Conditions.

6.2 The Eligible Driver acknowledges and agrees that it is his or her sole and 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 receipt of the Relief 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 Relief.