

Victoria Cruise Ship Terminal

TERMINAL TERMS AND CONDITIONS

DEFINITIONS

“We”, “Us”, “Ours” and “Our” means Greater Victoria Harbour Authority, its directors, officers, agents, and employees.

“You”, “Your” “Yours” and “Yourself” and means the Applicant Operator named on this Permit.

“Permit” means this Operator Permit.

“Registered Vehicles” means those motor vehicles registered with the Authority by the Operator, as amended from time to time.

“Rules and Regulations” means all rules, regulations, bylaws, codes, policies and directives promulgated by the Authority from time to time in all aspects of the Terminal’s management and operations, including motor vehicle traffic control, safety, security, environmental and ground transportation policies and procedures, and all applicable federal, provincial and municipal laws and regulations as the same may be amended from time to time.

“Driver” means a driver sponsored by the Operator.

“Terminal” means Victoria Cruise Ship Terminal, to include all parking lots and roadways west of Dallas Road.

“Terminal Training Program” means the training program required for all operators at the Victoria Cruise Terminal to complete. This training program is a requirement for the Terminal to have in place as set by Transport Canada.

- Your activities at the Terminal are limited to those activities permitted under Your Passenger Transportation Board Authorization License and agrees to forthwith provide to Us on receipt from the Passenger Transportation Board, a full true copy of any new or revised Passenger Transportation Board authorization documents or amendments issued to You.
- All Permits and other fees are payable in advance of access to the Terminal, are non-refundable and are non-transferable.
- All Registered Vehicles must display valid Permit decals alongside valid City of Victoria Sightseeing License decals (as listed under the City of Victoria “Vehicles for Hire Bylaw 03-060, Part 2, Item 4(2)(a)).
- You must be covered with \$5 million Commercial General Liability Insurance naming both Greater Victoria Harbour Authority and Western Stevedoring as additionally insured, as well each Registered Vehicle must carry liability insurance of \$ 5 million, as listed under the City of Victoria “Vehicles for Hire Bylaw 03-060, Part 2, Item 3, 4(b).
- We reserve the right at all times to impose such other terms and conditions as We in our sole discretion deem necessary in order to avoid loss or injury to persons or damage to property, or to assure the safe, secure and orderly use of the Terminal.
- E-mail addresses will only be used by Us for notification of cruise schedule changes, activities at The Terminal, infraction notices and preliminary notices regarding updates or changes to the Rules and Regulations.

You agree:

- to perform due diligence background checks on all Drivers and to closely supervise them; Drivers of all Passenger Directed Vehicles must either: (a) hold a valid City of Victoria Taxi and/or Chauffeur’s Permit, or; (b) provide You with all documents demonstrating Your Drivers meet the requirements of said permits (as listed under the City of Victoria “Vehicles for Hire Bylaw 03-060, Part 8, Division 1, 35(1),36).
- to require all Drivers to comply with all applicable Rules and Regulations.
- to maintain motor vehicle liability insurance as required by law and agree to obtain such additional insurance in such amounts as may be required by Us from time to time.
- to use the Terminal at Your own risk and that We shall not be liable or responsible in any way for any injury to or death of persons arising out of any occurrence relating to, arising out of, or in connection with, exercising the privileges under this Permit, or any loss or damage to property (including loss of use thereof) from any cause whatsoever, whether or not such injury, loss or damage results from any fault, default, negligence, act or omission by Us;
- to at all times indemnify and hold harmless Us from and against and be responsible for all claims, demands, losses, costs, damages actions, or proceedings by whomsoever made, brought or prosecuted in any manner based on, arising out of, related to or attributed to the Permit or failure to abide by the terms and conditions of this Permit; and



- that if You or Your employees or representatives, including Drivers, fail to comply with these terms and conditions, or any directions given by Us, then We may provide written notice of cancellation, in whole or in part, of this Permit. At Our discretion, your decals, shall be returned forthwith.
- to ensure each person operating/working at the Terminal under your permit to operate has completed the online Terminal Training Program for the Terminal. Further information about the training program, including the link, is available through the GVHA's website at <https://gvha.ca/deep-water-Terminal/Terminal-training/>.

If you:

- fail to observe or comply with any of the terms and conditions; or
- fail to maintain the currency and validity of any approval, certificate, permit, license, lease or insurance without which it is not legally entitled to perform services at the Terminal; or
- effects, or attempts to effect, a Transfer of this Permit; or
- fail to comply with any obligation in the Rules and Regulations in accordance with its terms; or
- misrepresent any information and upon which We relied in granting this Permit; or
- receive a ticket or other infraction from Victoria Police Department or CVSE pertaining to the business you conduct at the Terminal that is passed on to Us; or
- fail to pay any amounts due under, or is otherwise in default under this Permit or any other agreement or arrangement between Us and You; then without prejudice to any other rights which it has pursuant to this Permit or at law, **we shall have the following rights and remedies, which are cumulative and not alternative:**
 - to terminate this Permit by notice to You,
 - Once the termination letter has been sent your Operator Permit holder can set up a meeting on Your behalf with the Director of Cruise Development at the Greater Victoria Harbour Authority to be held within 10 business days to understand the reasons for the termination. This is your only opportunity to request the permit to be reinstated. For all other questions please refer to the Victoria Cruise Terminal Cruise Related Operations User Guide.
 - to cancel or revoke for a period of time We deems appropriate, any or all privileges in respect of You, the Registered Vehicle, or the Driver involved in the occurrence,
 - to remedy or attempt to remedy any default of You under this Permit for the account of Yourself,
 - to recover from You all actual and documented damages and expenses whether direct, indirect or consequential incurred by Us as a result of any breach of this Permit by You, and
 - use any information lawfully in its possession to enforce its rights or exercise its discretion.



SCHEDULE "A": VICTORIA CRUISE SHIP TERMINAL DRIVER STANDARDS

1. As a DRIVER you must ALWAYS:

- 1.1. Act in a civil, courteous and professional manner at all times, as per your company, association or general industry expectations (whichever is of the highest standard).
- 1.2. Be neatly dressed in the approved company, association, or general industry expectations (whichever is of the highest standard) for: type of dress, grooming, cleanliness, personal appearance and hygiene.
- 1.3. Have in your possession a valid and subsisting:
 - 1.3.1. British Columbia driver's license,
 - 1.3.2. BC vehicle ownership and vehicle insurance certificate, and
 - 1.3.3. All necessary documents to comply with Permit application requirements.
- 1.4. Follow all directions given by Authority Agents or any peace officer.
- 1.5. Remain with your vehicle in the holding and pick-up areas.
- 1.6. Immediately deliver to the Authority all Terminal passenger property left in the vehicle.
- 1.7. Operate your vehicle in accordance with all applicable Rules and Regulations, ensuring said vehicle is clean, well maintained and of a general condition meeting Your company, association or general industry standards, whichever is of the highest standard.
- 1.8. Address any complaints you may have to your Operator Permit holder and not to the Authority or its representatives.
- 1.9. When requested by an Authority representative, co-operate on any Driver survey.
- 1.10. Maintain a level of awareness and knowledge of the destination to be able to provide accurate destination information on attractions, hours of operation, history, and general knowledge to all passengers.

2. You must NEVER:

- 2.1. Operate a vehicle under the influence of alcohol or a drug. ANY sign of alcohol consumption will result in an immediate suspension of you driving privileges at the Terminal.
- 2.2. Engage in improper conduct or threatening behaviour. Improper conduct includes, but is not limited to, boisterous or threatening conversations, profanity, fighting, or refusing to transport a passenger contrary to these Driver Standards.
- 2.3. Operate a vehicle with luggage or other items placed in such a manner to obstruct views or so as to create a safety hazard.
- 2.4. Obstruct or hinder the orderly and efficient operations of ground transportation at the Terminal including blocking any roadway, holding or parking area.
- 2.5. Smoke after being called up from the holding area or while transporting passengers.
- 2.6. Use a telephone after being called up from the holding area or while transporting passengers, except in an emergency.
- 2.7. Accept a fare without first proceeding through the designated line in the holding area and only in the permitted pick-up areas.



3. With your VEHICLE you must ALWAYS:

- 3.1. Before commencing your shift or picking up a passenger:
 - 3.1.1. Test vehicle equipment such as lights, brakes, horn, windshield wipers, seat belts, heating, air conditioning, door handles and window openers to ensure proper operation,
 - 3.1.2. Check tire pressure and gasoline, oil, and water levels,
 - 3.1.3. Check for exterior or interior damage or missing parts,
 - 3.1.4. Ensure the vehicle is clean and odour-free, and
 - 3.1.5. Ensure the vehicle is equipped with a properly inflated spare tire ready for use and equipment required to change a wheel.
- 3.2. Ensure all tariff and other required notices are prominently displayed.

4. You must NEVER:

- 4.1. Repair your vehicle at the Terminal, except to the extent that such repair is necessary to permit removal of the vehicle from the Terminal.
- 4.2. Operate a vehicle in an unsafe manner or contrary to the Rules and Regulations.
- 4.3. Put your vehicle into motion with doors or trunk lid open.
- 4.4. Back your vehicle into a crosswalk.

5. With your PASSENGERS you must ALWAYS:

- 5.1. Act in a civil, courteous and professional manner at all times, as per your company, association or general industry expectations (whichever is of the highest standard).
- 5.2. Open and close doors for all passengers and assist with passenger's luggage at origin and destination of all trips.
- 5.3. Comply with the provisions of the Guide Animal Act.
- 5.4. Accept Canadian and US currency, and at a minimum two major credit cards (Visa and Mastercard). You must display in the vehicle and accept without surcharges any and all credit, charge, or debit cards your company accepts. Accept US currency at an exchange rate not to exceed 3 percent of the Canadian Imperial Bank of Commerce buy rate for cash transactions.
- 5.5. Set the heating or air conditioning levels, turn down or off the music system or radio at a level requested by a passenger.

6. As a Taxi Driver you must ALWAYS:

- 6.1. On request, provide a form of receipt approved by the Authority showing date, time of trip, fare charged, company name, company vehicle number and Driver's signature.
- 6.2. Proceed to the most direct, practicable route to the passenger's destination, unless otherwise directed by or agreed to by the passenger. A Driver may use a street directory, GPS or consult dispatch to establish the appropriate route.

7. As a Taxi Driver you must NEVER:

- 7.1. Charge a flat rate or any rate other than the metered rate. For estimated total provided to destinations (such as Butchart Gardens), clearly indicate to the passenger amounts are estimates and you ONLY charge metered rates.
- 7.2. Carry passengers for separate fares.
- 7.3. Operate a Taxi with a defective meter.
- 7.4. Refuse service to a person with a disability.
- 7.5. Refuse to take short-haul passengers.
- 7.6. Refuse to take passengers on account, specifically cruise ship tour providers.



- 7.7. Induce a passenger to engage your service by false or misleading information about fare, distance, hours of operation, or amenities and services to any destination.
- 7.8. Impose fares, fees or charges not authorized by the Passenger Transportation Board or permitted by the Authority.
- 7.9. Permit a passenger's credit, charge or debit card to be processed so the passenger's billing statement will indicate the name of the business other than the authorized company's business or trade name.
- 7.10. Misuse or disclose (except for the purpose of processing the passenger payment transaction) any passenger credit, charge or debit card information.

Name (Please Print)

Signature

Company

Date

Compliance with Terminal Rules and Regulations:

The Terminal rules and regulations have been set in place to ensure the safety of all users at the Victoria Cruise Ship Terminal, as well as to provide the highest level of service to our cruise passengers. Operators who do not comply with the Terminal rules and regulations will receive notification and possible removal of their permit, as set out in schedule B.