

NOTICE OF FILING

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File Title:	PAULA KAYE HOBLEY v RASIER PACIFIC PTY LTD
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Defence

No. VID163 of 2025

Federal Court of Australia
District Registry: Victoria
Division: General

Paula Kaye Hobley

Applicant

Rasier Pacific Pty Ltd (ABN 27 622 365 833)

Respondent

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A. The parties

1. As to paragraph 1, the respondent:

- (a) admits sub-paragraph 1(a); and
- (b) admits sub-paragraph 1(b).

2. As to paragraph 2, the respondent:

- (a) admits sub-paragraph 2(a) and says further that:
 - (i) the respondent is a member of a global group of companies, which includes Uber B.V., and for the purposes of this proceeding only, says that it can and should be treated as responsible for the acts or omissions of any member of that group;
 - (ii) where in this defence it refers to “the respondent” it does so on the basis set out in the previous sub-paragraph;
- (b) as to sub-paragraph (b):
 - (i) it admits sub-paragraph 2(b)(i);
 - (ii) it denies the allegations in sub-paragraph 2(b)(ii) on the basis that it does not “provide point-to-point transport services to customers” as alleged, or at all; and
 - (iii) says further that the respondent operates a business of:
 - (A) procuring and facilitating the provision of lead generation services via a digital technology application that enables independent providers of peer-to-peer passenger transportation services (**Drivers**) to seek, receive and fulfil on-demand requests for transportation services (**Transportation Services**), from riders (**Riders**) who request Transportation Services;
 - (B) facilitating payments from Riders to Drivers for the Transportation Services rendered;

Particulars

I. The respondent refers to and relies upon for the full terms and effect of the following:

*A. Clause 1 and 2 of the Uber B.V. – Terms and Conditions – Australia document (**Rider-Uber Contract**), as varied from time to time.*

*B. Clause 1 of the Rasier Pacific Services Agreement as varied from time to time by supplemental terms (**Driver-Uber Contract**).*

(c) as to sub-paragraph (c):

- (i) it admits that it “operates a software platform”; and
- (ii) says further that the software platform includes two applications for the business alleged in paragraph 2(b)(iii) above:
 - (A) an application used by Riders (**Rider App**) to connect with Drivers for the purposes of Riders receiving the Transportation Services from Drivers; and
 - (B) an application used by Drivers (**Driver App**) to connect with Riders for the purposes of Drivers providing the Transportation Services to Riders.

Particulars

The respondent refers to and repeats the particulars in sub-paragraph 2(b)(iii) above.

- (iii) it otherwise denies the allegations in sub-paragraph (c), on the basis that it does not facilitate or provide the “‘Uber’ point-to-point transport service” as alleged, or at all and refers to and repeats paragraph 2(b)(ii) and (iii) above.

B. Jurisdiction

- 3. The respondent admits paragraph 3.
- 4. The respondent admits paragraph 4.
- 5. The respondent admits paragraph 5.
- 6. The respondent admits paragraph 6.

C. The applicant’s disability

- 7. The respondent admits that the applicant is blind, but otherwise does not know and therefore cannot admit the allegations in paragraph 7.
- 8. As to paragraph 8, the respondent:
 - (a) admits that the applicant has used a dog guide;
 - (b) otherwise does not know and therefore cannot admit the allegations in paragraph 8.

9. The respondent does not know and therefore cannot admit the allegations in paragraph 9.
10. The respondent does not know and therefore cannot admit the allegations in paragraph 10.

D. The alleged “Respondent’s services”

11. As to paragraph 11, the respondent:
 - (a) admits that it provided services “relating to” transport or travel and says further those services were, and were only, the services alleged above at paragraph 2(b)(iii);
 - (b) otherwise denies the allegations in the paragraph and expressly denies that it provided “point-to-point passenger transport”, as alleged, or at all;
 - (c) says further that at all material times, Transportation Services were provided:
 - (i) by Drivers to Riders;
 - (ii) pursuant to an agreement between a Rider and a Driver:

Particulars

The respondent refers to and relies upon for its full terms and effect the Rider-Driver Agreement as set out in paragraph 14(g) below.

- (iii) according to the process alleged in paragraph 11A below (the **Rideshare Process**).
- 11A. The Rideshare Process includes the following key steps:
 - (a) a Rider downloads the Rider App. The Rider agrees to the Rider-Uber Contract and the Rider App is made available to a prospective Rider;
 - (b) a Driver downloads the Driver App. The Driver agrees to the Driver-Uber Contract and the Driver App is made available to a prospective Driver;
 - (c) a Rider uses the Rider App to request Transportation Services from a Driver by selecting a trip type (such as UberX or UberPet) and providing, through the Rider App, details of the Rider’s pick-up point and destination (**Trip Request**);
 - (d) the Trip Request is sent via the Driver App to a nearby Driver who is logged into the Driver App and may be available to respond to the Trip Request;
 - (e) the Driver is alerted on the Driver App to the Trip Request and is shown information such as the Rider’s Uber rating, the distance and estimated time to the Rider’s pick-up point, and applicable surge multipliers;

Particulars

- I. *An “Uber rating” is a feedback score for a Rider, out of 5, that reflects the aggregated score that Drivers have given to a Rider.*
- II. *A “surge multiplier” is a multiplier applied to the standard fare when “surge pricing” is applied.*
- III. *The respondent refers to and relies upon clauses 5, 8.1 and 8.2 of the Driver-Uber Contract to their full terms and effect.*

- (f) the Driver who receives a Trip Request can accept, ignore or reject the Trip Request;

Particulars

- I. *If the Driver accepts the Trip Request, the Driver is provided with the Rider’s location and name.*
- II. *If the Driver accepts the Trip Request, the Rider is shown the Driver’s location, estimated time of arrival, and details such as the Driver’s first name, vehicle model and registration number.*
- III. *If the Driver ignores or rejects the Trip Request, that request is re-disseminated to Drivers via the Driver App and is available for another Driver to accept.*

- (g) after a Driver has accepted a Trip Request, the Driver may:

- (i) complete the trip;
- (ii) cancel the accepted Trip Request before they arrive at the Rider’s pick-up location;
- (iii) cancel the accepted Trip Request after they arrive at the Rider’s pick-up location but before the Rider is picked up by the Driver;
- (iv) cancel the accepted Trip Request after they have picked up the Rider but before the trip is completed;

- (h) after a Rider has requested a trip, the Rider may:

- (i) complete the trip;
- (ii) cancel the Trip Request after the Rider has sent the request but before the Driver has accepted the request;

- (iii) cancel the Trip Request after the Rider has sent the Trip Request and after the Driver has accepted the Request;
- (iv) cancel the Trip Request after the Rider has been picked up but before the trip is completed.
- (i) once a Driver has accepted a request from a Rider, and if neither the Rider nor Driver cancels the Trip Request, the Driver provides the Transportation Services by picking up the Rider, commencing the Trip, and driving the Rider to their destination;
- (j) when the Driver arrives at the Rider's destination, the Driver records the end of the trip by swiping a button in the Driver App, at which point, the Rider pays the fare electronically (**Rider Fare**);
- (k) the respondent collects the Rider Fare from the Rider, and remits the Rider Fare to the Driver (minus the service fee, being a percentage of the Rider Fare, and applicable fees);
- (l) the respondent then sends the Rider a receipt for the trip, on behalf of the Driver.

Particulars

- I. The respondent refers to and relies upon clauses 1, 2, 4 and 5 of the Rider-Uber Contract for their full terms and effect.*
- II. The respondent refers to and relies upon clauses 1, 2, 3, 4, 6, 8.1, 8.2, 9 and 16 of the Driver-Uber Contract to their full terms and effect.*

11B. Further to paragraph 11A, in respect of the Rideshare Process, the respondent says:

- (a) as part of the services described at paragraph 2(b)(iii) above, the respondent provides only the following services in the Rideshare Process:
 - (i) aggregating and providing to Drivers information, for example in respect of (see sub-paragraph 11A(e) above):
 - (A) the Rider's Uber rating;
 - (B) the distance and estimated time to a Riders' pick-up point;
 - (C) applicable surge multipliers;
 - (D) the Rider's location and name;
 - (ii) aggregating and providing to Riders information in respect of (see sub-paragraph 11A(f) above):

- (A) the Driver's location;
 - (B) estimated time of arrival at the pick-up point;
 - (C) Driver details including the Driver's first name, vehicle model and registration number;
- (iii) facilitating dissemination of Trip Requests via the Driver App (see sub-paragraph 11A(d) and 11A(f) above);
- (iv) as to the Rider Fare (see sub-paragraph 11A(k) and 11A(l) above):
 - (A) collecting the Rider Fare from the Rider on behalf of the Driver;
 - (B) remitting the Rider Fare to the Driver (minus the service fee and other fees);
 - (C) sending the Rider a receipt on behalf of the Driver;
- (b) the respondent refers to and repeats paragraphs 2(b)(iii) and 11(b) above;
- (c) Drivers provide services to Riders at the following steps of the Rideshare Process, as part of the Driver providing Transportation Services:
 - (A) accepting a Trip Request (see sub-paragraph 11A(f) above);
 - (B) after accepting a Trip Request, deciding to complete the trip or cancel the accepted Trip Request (see sub-paragraph 11A(g) above);
 - (C) providing Transportation Services by arriving at the Rider's selected pick-up location, picking up the Rider (including allowing the Rider entry into their vehicle) and driving the Rider to their destination (see sub-paragraph 11A(i) above);
 - (D) after arriving at the Rider's destination, recording the end of the trip using the Driver App (see sub-paragraph 11A(j) above).

12. As to paragraph 12:

- (a) the respondent denies sub-paragraph (a) and says further:
 - (i) as to the Rider App, it refers to and repeats paragraphs 2(c)(ii)(A) and 11A(a) above;
 - (ii) as to the alleged "Respondent's services", it refers to and repeats paragraphs 11, 11A and 11B above;

- (iii) by the allegations in paragraph 19 of the Statement of Claim, the applicant admits that she accessed and used this aspect of the alleged “Respondent’s services”, was therefore not refused this aspect of the “Respondent’s services”, and the respondent is proceeding on the basis that the applicant does not allege unlawful discrimination by the respondent in the provision of this aspect of the “Respondent’s services”;
- (iv) as to the alleged “Uber vehicles”, it objects to the pleading on the basis that no facts or particulars are identified, it denies that it owns (or owned) or provides (or provided) any of the vehicles in which the Drivers provide the Transportation Services and says further that Drivers use their own vehicles to provide Transportation Services to Riders.

Particulars

The respondent refers to and relies upon clauses 2 and 15 of the Driver-Uber contract for their full terms and effect.

- (b) as to sub-paragraph (b), the respondent:
 - (i) repeats its denials concerning the alleged “Uber vehicles”;
 - (ii) refers to and repeats paragraph 11A(c) as to the Rider providing the “pick up” and “drop off” locations;
 - (iii) refers to and repeats paragraph 11, 11A, 11B and 12(a)(iii) above as to the alleged “Respondent’s services” and the applicant’s admissions;
 - (iv) otherwise admits sub-paragraph (b).
- (c) as to sub-paragraph (c), the respondent:
 - (i) repeats its denials concerning the alleged “Uber vehicles”;
 - (ii) refers to and repeats paragraph 11, 11A, 11B and 12(a)(iii) above as to the alleged “Respondent’s services” and the applicant’s admissions;
 - (iii) otherwise admits sub-paragraph (c).
- (d) as to sub-paragraph (d), the respondent:
 - (i) repeats its denials concerning the alleged “Uber vehicles”;
 - (ii) refers to and repeats paragraph 11, 11A, 11B and 12(a)(iii) above as to the alleged “Respondent’s services” and the applicant’s admissions;
 - (iii) otherwise admits sub-paragraph (d) and refers to and repeats paragraph 11A(f) above.

- (e) as to sub-paragraph (e), the respondent:
 - (i) repeats its denials concerning the alleged “Uber vehicles”;
 - (ii) refers to and repeats paragraph 11, 11A, 11B and 12(a)(iii) above as to the alleged “Respondent’s services” and the applicant’s admissions;
 - (iii) otherwise admits sub-paragraph (e).
- (f) as to sub-paragraph (f), the respondent:
 - (i) objects to the pleading as no facts or particulars are identified as to the alleged “directing and monitoring”;
 - (ii) repeats its denials concerning the alleged “Uber vehicles”;
 - (iii) refers to and repeats paragraph 11, 11A and 11B above as to the alleged “Respondent’s services”;
 - (iv) otherwise denies the allegations in the paragraph and says further that each Driver chooses the manner of providing Transportation Services to a Rider.

Particulars

The respondent refers to and relies on clause 2 of the Driver-Uber contract for its full terms and effect.

- (g) as to sub-paragraph (g), the respondent:
 - (i) refers to and repeats paragraph 11, 11A and 11B above as to the alleged “Respondent’s services”;
 - (ii) says that it is the Driver who “confirm[s] arrival” as alleged in paragraph 11A(j) above and it denies the allegation to that extent;
 - (iii) says further that a Driver can only confirm arrival, and the respondent can only provide the Rider options to “rate and/or tip the driver”, if a trip is completed;
 - (iv) otherwise admits sub-paragraph (g).
- (h) as to sub-paragraph (h), the respondent:
 - (i) repeats its denials concerning the alleged “Uber vehicles”;
 - (ii) refers to and repeats paragraph 11, 11A and 11B above as to the alleged “Respondent’s services”;

- (iii) admits that it provides Riders with a receipt that “record[s] the detail and the cost of the travel” and refers to and repeats paragraph 11A(l) above;
- (iv) says further that a receipt can only be provided if a trip is completed (save that a receipt is also provided for uncompleted trips where a Rider pre-paid for the trip);
- (v) says further that the receipt is sent on behalf of the Driver.

Particulars

- I. The respondent refers to and relies upon clause 2 and 4 of the Rider-Uber Contract for its full terms and effect.*
- II. The Respondent refers to and relies upon clause 9 of the Driver-Uber Contract for its full terms and effect.*
- III. If a trip is completed, the receipt contains the Driver’s information, including name, Uber rating, vehicle registration and accreditation number. The receipt lists the respondent as the “Booking service provider”.*

- (i) as to sub-paragraph (i), the respondent:
 - (i) refers to and repeats paragraph 11, 11A, 11B and 12(a)(iii) above as to the alleged “Respondent’s services” and the applicant’s admissions;
 - (ii) admits that it retains information about a Rider including their travel history and payment details;

Particulars

The respondent refers to clause 3 of the Rider-Uber Contract for its full terms and effect.

- (iii) otherwise denies sub-paragraph (i).

13. As to paragraph 13, the respondent refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicles”:

- (a) as to sub-paragraph (a), the respondent:
 - (i) says that Riders are offered trip type options to select (including “Uber X” and “Uber Pet”) in the Rider App for a trip provided by a Driver to a Rider;

- (ii) says further the trip type options (for example, between “Uber X” and “Uber Pet”) are the Rider’s preferences, selected by the Rider, and the Driver then chooses whether to accept that Trip Request;

Particulars

- I. *Uber X is an option for Riders to receive Transportation Services from Drivers;*
- II. *Uber Pet is an option for Riders to receive Transportation Services from Drivers, where the Rider is permitted to bring their pet on the trip.*
- III. *Uber’s webpage “Uber Pet (Pet Friendly Rides)” states that: “NOTE: Riders with assistance animals are not required to use Uber Pet. Per Uber’s ANZ Assistance Animal Policy (linked below), driver-partners have a legal obligation to provide service to riders with assistance animals, regardless of ride type.”*
- IV. *The respondent refers to and relies on the following webpages:*
 - A. *“Uber’s Technology Offerings”, available at [https://www.uber.com/au/en/about/uber-offerings/?uclid_id=7bcfafe4-62c7-4c50-94ef-658a51c39f87#rideoptions](https://www.uber.com/au/en/about/uber-offerings/?uclid=7bcfafe4-62c7-4c50-94ef-658a51c39f87#rideoptions)*
 - B. *“What is UberX”, available at https://www.uber.com/au/en/ride/uberx/?uclid_id=7bcfafe4-62c7-4c50-94ef-658a51c39f87.*
 - C. *“Uber Pet (Pet Friendly Rides)”, available at <https://help.uber.com/en-AU/riders/article/uber-pet-pet-friendly-rides?nodeId=e4468070-c193-41cf-b792-fa66ecfb1163>*

- (iii) says further that the applicant does not allege any facts or particulars in paragraphs 21 to 44 as to what the respondent is said to have done to constitute unlawful discrimination regarding sub-paragraph (a);
- (iv) otherwise denies the allegations in the sub-paragraph;
- (b) as to sub-paragraph (b), the respondent:
- (i) as to the alleged “pre-approved drivers”, it:

- (A) says that each Driver agrees, as a condition of using the Driver App, to comply with the terms of the Driver-Uber Contract and the respondent's policies, as described in paragraph 14(f)(x) below;
- (B) says that, as a condition of using the Driver App, it requires Drivers to meet certain requirements, including to hold and maintain a valid driver's license and other required licenses to provide Transportation Services to Riders, and Drivers' vehicles must meet the respondent's then applicable requirements for vehicles.

Particulars

The respondent refers to and relies on clause 6 of the Driver-Uber Contract for its full terms and effect.

- (ii) says that it connects Drivers with Riders;
 - (iii) objects to the pleading that it "provides" drivers, on the basis that no facts or particulars are identified and expressly denies that it "provides" drivers;
 - (iv) objects to the pleading that Drivers transport Riders "on behalf of" the respondent, as no facts or particulars are identified and expressly denies that Drivers transport Riders "on behalf of" the respondent;
 - (v) says further that for each trip, Riders and Drivers enter into a Rider-Driver Agreement as described in paragraph 14(g) below for Drivers, as independent third-party providers of transportation, to provide Transportation Services to Riders;
 - (vi) says further that Riders agree, as a condition of using the Rider App, that all Transportation Services are provided by Drivers who are independent third-parties, who are not employed by the respondent, and who are solely responsible for the services they provide to Riders, as described in paragraph 14(e) below;
 - (vii) says further that the applicant does not allege any facts or particulars in paragraphs 21 to 44 as to what the respondent is said to have done to constitute unlawful discrimination regarding sub-paragraph (b);
 - (viii) otherwise denies the allegations in the sub-paragraph;
- (c) As to sub-paragraph (c), the respondent:
- (i) as to "facilitating the transport of a rider", it objects to the pleading on the basis that no facts or particulars are identified and denies that it "facilitat[es] the transport of a rider";

- (ii) as to “a driver selected by the Respondent”; it objects to the pleading on the basis that no facts or particulars are identified, denies that it “select[s]” drivers, says further that it disseminates Trip Requests to Drivers who can accept, decline or ignore a Trip Request;
 - (iii) as to “requiring the rider and driver to comply with certain terms and conditions during the transportation”, it objects to the pleading on the basis that no facts or particulars are identified as to the “certain” terms and conditions or as to “during the transportation”;
 - (iv) says further that the applicant does not allege any facts or particulars in paragraphs 21 to 44 as to what the respondent is said to have done to constitute unlawful discrimination regarding sub-paragraph (c).
 - (v) otherwise denies the allegations in sub-paragraph (c).
- (d) as to sub-paragraph (d), the respondent:
- (i) as to “choice in the manner of travel”, it admits that Riders are offered an option to select a certain trip product type (for example “Uber Comfort”) in the Rider App and says further if that trip type is selected by the Rider, the Rider can select preferences regarding the “comfort temperature in the vehicle and preferences with respect to conversing with the driver”, which the respondent passes on to the Driver;

Particulars

- I. *The respondent refers to and relies on its webpage “Uber Comfort”, available at <https://www.uber.com/au/en/drive/services/comfort/>.*
 - (ii) as to “including among other things”, it objects to the pleading on the basis that no facts or particulars are identified as to the “including among other things”;
 - (iii) says further that the applicant does not allege any facts or particulars in paragraphs 21 to 44 as to what the respondent is said to have done to constitute unlawful discrimination regarding sub-paragraph (d);
 - (iv) otherwise denies the allegations in the sub-paragraph;
- (e) as to sub-paragraph (e), the respondent:
- (i) admits that it operated and maintained a “complaints management system” for complaints from Riders with assistance animals regarding Drivers (**Complaints Procedures**).

Particulars

- I. *By the Complaints Procedures, the respondent's processes included the following:*
 - A. *it escalated Riders' complaints of refusals of service on the basis of an assistance animal to a specialist team;*
 - B. *it could "block" Riders from being paired with Drivers in respect of whom they had made a complaint, which would prevent the Rider being matched with that Driver for a trip;*
 - C. *it provided a "help node" on the Rider App to allow Riders to report issues related to service denials and assistance animals;*
 - D. *it investigated complaints from Riders through a representative of the respondent contacting Riders who had made the complaint to receive feedback, and contacting Drivers the subject of a complaint to share the feedback from Riders. Drivers are provided the opportunity to share their version of events;*
 - E. *it provided refunds of either the Rider Fare or cancellation fee, and compensation, to Riders where complaints were substantiated following an investigation;*
 - F. *it implemented a Two Strike Policy, where a Driver is immediately "waitlisted" on the Driver App on the first substantiated complaint, until they complete additional educational materials, and could be permanently deactivated from the Driver App on the second substantiated complaint.*
- (ii) says further that the applicant does not allege any facts or particulars in paragraphs 21 to 44 as to what the respondent is said to have done to constitute unlawful discrimination regarding sub-paragraph (e);
- (iii) otherwise denies the allegations in the sub-paragraph;
- (f) as to sub-paragraph (f), the respondent:

- (i) admits that it provided the Service Assistance Program (**SAP**);

Particulars

- I. The respondent introduced its SAP in October 2021.*
- II. The SAP is an opt-in program for Riders, in which Riders choose to identify themselves in their profile on the Rider App as a Rider who travels with an assistance animal.*
- III. Under the SAP, the respondent:*
 - A. provided dedicated phone support for participating Riders;*
 - B. tracked Driver-initiated cancellations in relation to SAP participant Riders; and*
 - C. sent push notification reminders to Drivers who accepted a trip from an SAP participant regarding their legal obligations under anti-discrimination law;*
- IV. The respondent refers to and relies upon:*
 - A. the webpage “Identify yourself as a passenger with an assistance animal” available at <https://help.uber.com/riders/article/identify-yourself-as-a-passenger-with-an-assistance-animal?nodeId=aa5d9b45-a2fe-4fe9-968d-0db073706410>.*

- (ii) says further that the applicant does not allege any facts or particulars in paragraphs 21 to 44 as to what the respondent is said to have done to constitute unlawful discrimination regarding sub-paragraph (f);
- (iii) otherwise denies the allegations in the sub-paragraph.

14. As to paragraph 14, the respondent:

- (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (b) admits the applicant used the Rider App between 11 March 2021 and 10 November 2022 (the **Relevant Period**);

- (c) as to “a driver assigned to her by the Respondent”, it denies the allegation and says that Drivers are the ones who choose whether to accept, ignore or decline Trip Requests as described in paragraph 11A(f) above;
- (d) otherwise does not know and therefore cannot admit the allegations in paragraph 14;
- (e) says further that the applicant and Uber B.V. agreed (**Rider-Uber Agreement**) that:
 - (i) Uber B.V. would provide the applicant access or use of its applications, websites, content, product and services, to:
 - (A) enable the applicant to arrange transportation with independent third-party providers of Transportation Services; and
 - (B) facilitate payments to independent third-party providers of Transportation Services for the Transportation Services provided to the applicant.
 - (ii) Uber B.V. does not provide Transportation Services or function as a transportation carrier;
 - (iii) all Transportation Services were provided by Drivers as independent third-party providers of transportation who are not employed by Uber B.V. or its affiliates;
 - (iv) the Drivers are solely responsible for the services that they provided to the applicant;
 - (v) after the applicant received a service from the independent third-party Driver in the form of a trip, Uber B.V. would facilitate payment from the applicant to each independent third-party Driver, and payment in that manner would be considered the same as payment made directly by the applicant to the third-party Driver;
 - (vi) at the end of each trip, payment for the trip would be due immediately and the Rider Fare payable by the applicant to the independent third-party Driver would be communicated to the applicant via an emailed receipt (except where the third-party Driver issues a receipt directly to the Rider);
 - (vii) the Rider Fare would be paid by the applicant by a charge to the payment profile nominated in the applicant’s account in the Rider App.

Particulars

- I. *The Rider-Uber Agreement was wholly in writing and contained in the Rider-Uber Contract;*

II. The applicant and Uber B.V. entered into the Rider-Uber Agreement on 21 September 2016 when the applicant downloaded the Rider App.

III. The respondent refers to and relies upon clauses 1, 2, 4, 5 and 7 of the Rider-Uber Contract for their full terms and effect.

(f) says further that for each trip alleged by the applicant in paragraphs 21 to 44 of the Statement of Claim, the respondent, Uber B.V. and each Driver agreed (**Driver-Uber Agreement**) that:

- (i) the relationship between the Driver and the respondent and/or Uber-B.V. was not an employment agreement, and did not create an employment, independent contractor, worker or agency relationship between each Driver and either of the respondent or Uber B.V.;
- (ii) each Driver is provided access to, and a license to use, the Driver App;
- (iii) the respondent would procure and facilitate the provision of lead generation services that enable Drivers to seek, receive and fulfil on demand requests for Transportation Services;
- (iv) each Driver was an independent provider of peer-to-peer passenger Transportation Services and the provision of Transportation Services created a legal and direct business relationship between each Driver and Rider;
- (v) each Driver alone would choose the most effective and safe manner to perform each instance of Transportation Services, and except for the license to use the Driver App, each Driver would need to provide (at their own expense) all necessary equipment, tools, materials, insurance, mobile device and wireless data plans;
- (vi) each Driver would appoint the respondent as their payment collection agent, to collect amounts owing to them from Riders (on each Driver's behalf);
- (vii) each Driver pay the respondent a service fee calculated as a percentage of the Rider Fare for each trip, payable each time a Driver provided a trip to a Rider;
- (viii) the Rider Fare charged to and paid by a Rider for each trip is paid to each Driver who provided the trip. The respondent would collect the Rider Fare on behalf of each Driver, and remit the Rider Fare and any cancellation fees collected from Riders to each Driver (minus the service fee and other fees);

- (ix) upon completion of Transportation Services for a Rider, the respondent would prepare and issue a receipt to the Rider on the Driver's behalf;
- (x) that each Driver would comply with the respondent's policies as a condition of use of the Driver App;
- (xi) that each Driver retained the complete right to engage in other business or income generating activities, and to use networks and apps provided by other businesses offering lead generation services;

Particulars

- I. The Driver-Uber Agreement was wholly in writing and contained in the Driver-Uber Contract;*
- II. The respondent, Uber B.V. and each Driver entered into the Rider-Uber Contract.*
- III. The respondent refers to and relies upon clauses 1, 2, 3, 4, 6, 8.1, 8.2, 9, 10, 15, 16, 21.2 and 28.1 of the Driver-Uber Contract for their full terms and effect.*

- (g) says further that for each trip alleged in paragraphs 21 to 44 of the Statement of Claim:
 - (i) the applicant and each Driver entered into an agreement on each and every occasion the applicant made a Trip Request on the Rider App and the Driver accepted the Trip Request on the Driver App (**Rider-Driver Agreement**);
 - (ii) the applicant and each Driver agreed on each and every occasion:
 - (A) for each Driver to pick-up the applicant from her desired pick-up point, and drive the applicant to her desired destination;
 - (B) for each Driver to charge the applicant and the applicant to pay each Driver for the respective trip;
 - (C) that either the Driver or the applicant could cancel the trip at any time;
 - (iii) the Driver and the applicant agreed for each trip to either:
 - (A) negotiate a fare; or
 - (B) in the absence of a negotiated fare, for the fare to be calculated in accordance with the recommended fare calculated by the respondent.

Particulars

- I. *The Rider-Driver Agreement was oral.*
- II. *The terms of the Rider-Driver Agreement were inferred from the conduct of the applicant, the conduct of each Driver, and from surrounding circumstances, including:*
 - A. *the Rider-Uber Contract;*
 - B. *the Driver-Uber Contract;*
 - C. *the applicant making a Trip Request on the Rider App;*
 - D. *each Driver accepting the Trip Request on the Driver App.*
- III. *The respondent refers to and relies upon the Rider-Uber Contract as set out in paragraph 14(e) to its full terms and effect.*
- IV. *The respondent refers to and relies upon the Driver-Uber Contract as set out in paragraph 14(f) to its full terms and effect.*

- (h) says further that the respondent communicated to the applicant to the effect that the respondent only facilitates connections between Drivers and Riders via an app and is not responsible for Drivers when the Drivers provide Transportation Services.

Particulars

Communication between the respondent on the Rider App at 12:32am on 22 March 2022.

- 15. As to paragraph 15, the respondent:
 - (a) admits that the applicant opted in to the SAP, and
 - (b) says further that the applicant sent the request to opt into the SAP on 26 October 2021, and the respondent made the change to the applicant's account on 29 October 2021.
- 16. The respondent refers to and repeats paragraph 2(c) above and otherwise admits paragraph 16.
- E. Section 24(a) of the DDA and alleged refusal of the "Respondent's services"**
- 17. The respondent does not know and therefore cannot admit the allegations in paragraph 17.
- 18. As to paragraph 18, the respondent:
 - (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged "Respondent's services";

- (b) denies that it refused to provide any of its services to the applicant as alleged, or at all.

19. As to paragraph 19:

- (a) as to sub-paragraph (a), the respondent:

- (i) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;
- (ii) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (iii) says that on the dates in paragraphs [21] to [44] of the Statement of Claim, the applicant used the Rider App and made Trip Request(s) on the Rider App;
- (iv) otherwise denies the allegations in sub-paragraph (a).

- (b) as to sub-paragraph (b), the respondent:

- (i) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;
- (ii) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (iii) says that on the dates in paragraphs [21] to [44] of the Statement of Claim, Drivers accepted the applicant’s Trip Requests and the respondent provided the applicant with information as described in paragraph 11B(iii) above;
- (iv) says the “refusal” alleged was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent;
- (v) otherwise denies the allegations in sub-paragraph (b).

20. The respondent denies paragraph 20 and:

- (a) as to sub-paragraph (a), the respondent:

- (i) says any “refusal” alleged was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent;
- (ii) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;
- (iii) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (iv) objects to the pleading of “the Respondent’s driver” on the basis that it is vague and no facts or particulars are identified and says further that:

- (A) the applicant bears the burden of pleading and proving any legal relationship between a Driver and the respondent and it has failed to do;
- (B) accordingly, the matters stated in paragraphs 23 to 24 of the Concise Statement have been abandoned, ought to be struck out and the respondent proceeds on the basis those allegations form no part of the applicant's case;

Particulars

Letter from Justice and Equity Centre to Herbert Smith Freehills dated 28 May 2025 confirming the Applicant relies on her case as pleaded in the Statement of Claim.

- (C) for the avoidance of doubt, it expressly denies that a Driver is a director, employee or agent of the respondent.

(b) as to sub-paragraph (b):

- (i) it refers to and repeats paragraph 20(a);
- (ii) says any "refusal" alleged was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent;
- (iii) says further that the respondent does not authorise, approve or otherwise have control over messages sent or received by a Driver or Rider, but can subsequently access messages sent via the Rider App;

(c) as to sub-paragraph (c):

- (i) it refers to and repeats paragraph 20(a) and 20(b);
- (ii) says any "refusal" alleged was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

21. The respondent denies paragraph 21 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 11 March 2021;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged "Respondent's services";
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;

- (e) as to “the applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

22. The respondent denies paragraph 22 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 22 April 2021;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

23. The respondent denies paragraph 23 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 7 June 2021;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;

- (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

24. The respondent denies paragraph 24 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 25 October 2021;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

25. The respondent denies paragraph 25 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 5 November 2021;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

26. The respondent denies paragraph 26 and:

- (a) says that on 4 February 2022, two Drivers cancelled accepted Trip Requests from the applicant;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

27. The respondent denies paragraph 27 and:

- (a) says that two Drivers cancelled accepted Trip Requests from the applicant on 18 March 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

28. The respondent denies paragraph 28 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 2 June 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;

- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

29. The respondent denies paragraph 29 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 7 June 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

30. The respondent denies paragraph 30 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 21 June 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:

- (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
- (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

31. The respondent denies paragraph 31 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 27 June 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

32. The respondent denies paragraph 32 and:

- (a) says that on 14 July 2022:
 - (i) the applicant’s two Trip Requests were completed;
 - (ii) the applicant did not make any complaints about cancelled Trip Requests to the respondent;
 - (iii) the respondent did not provide a refund or Uber Cash compensation to the applicant.

33. The respondent denies paragraph 33 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 2 August 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;

- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

34. The respondent denies paragraph 34 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 11 August 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

35. The respondent denies paragraph 35 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 23 August 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:

- (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
- (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

36. The respondent denies paragraph 36 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 6 September 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

37. The respondent denies paragraph 37 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 16 September 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;

- (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

38. The respondent denies paragraph 38 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 20 September 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

39. The respondent denies paragraph 39 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 21 September 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

40. The respondent denies paragraph 40 and:

- (a) says that two Drivers cancelled accepted Trip Requests from the applicant on 29 September 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

41. The respondent denies paragraph 41 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 4 October 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

42. The respondent denies paragraph 42 and:

- (a) says that two Drivers cancelled accepted Trip Requests from the applicant on 18 October 2022;

- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

43. The respondent denies paragraph 43 and:

- (a) says that two Drivers cancelled accepted Trip Requests from the applicant on 8 November 2022;
- (b) says further that the applicant cancelled one accepted Trip Request on 8 November 2022;
- (c) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (d) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (e) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (f) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

44. The respondent denies paragraph 44 and:

- (a) says that a Driver cancelled an accepted Trip Request from the applicant on 10 November 2022;
- (b) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;

- (c) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (d) refers to and repeats its allegations in paragraph 14 above concerning the Rider-Uber Agreement, Driver-Uber Agreement and Rider-Driver Agreement;
- (e) as to “the Applicant was refused the Respondent’s services”, says that:
 - (i) the passive voice in the pleading “was refused” is vague as to the person said to have committed any alleged refusal;
 - (ii) any alleged refusal was a refusal of each Driver in the provision of Transportation Services which was not and is not a service provided by the respondent.

45. As to paragraph 45, the respondent:

- (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (b) denies that the applicant “made a new request for the Respondent’s services using the Uber app” and says further that the applicant did not make “new” Trip Requests on the Rider App, but following the cancellations of the accepted Trip Requests as described in paragraphs 21 to 44 above, those Trip Requests were disseminated to other Drivers and some of those Trip Requests were completed by other Drivers, while the applicant cancelled other Trip Requests;

Particulars

Details of Trip Requests completed by other Drivers and Trip Requests cancelled by the applicant will be provided prior to trial.

- (c) otherwise does not know and therefore cannot admit the allegations in paragraph 45.

46. As to paragraph 46, the respondent:

- (a) admits that the applicant reported the alleged conduct by Drivers in paragraphs [21] to [31] and [33] to [44] to the respondent using the “Report a service denial, assistance or assistance animal issue” tool in the Rider App;
- (b) refers to and repeats the matters in paragraph [32] above;
- (c) otherwise does not admit the allegations in the paragraph.

47. As to paragraph 47, the respondent:

- (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;

- (b) denies that it refused to provide any of its services to the applicant as alleged, or at all and so denies the allegations in the paragraph;
- (c) objects to the pleading of “systemic” on the basis no facts or particulars are identified of the alleged “system”;
- (d) says further that to the extent the pleading of “ongoing and systemic refusals” is intended to be the same as the allegation of “ongoing and systemic unlawful discrimination” in the Concise Statement:
 - (i) the allegation in the Concise Statement was based on s 122 of the DD Act;
 - (ii) the applicant bears the onus of pleading and proving the respondent caused, instructed, induced, aided or permitted any of the Drivers to engage in the conduct alleged;
 - (iii) the applicant has not alleged material facts as to what the respondent is said to have done, or failed to do, and how that conduct is said to have caused, instructed, induced, aided or permitted any of the Drivers to engage in the conduct alleged;
 - (iv) accordingly, the matters stated in paragraphs 25 to 26 of the Concise Statement have been abandoned, ought to be struck out and the respondent proceeds on the basis those allegations form no part of the applicant’s case;

Particulars

Letter from Justice and Equity Centre to Herbert Smith Freehills dated 28 May 2025 confirming the Applicant relies on her case as pleaded in the Statement of Claim.

- (v) for the avoidance of doubt, it expressly denies it caused, instructed, induced, aided or permitted any of the Drivers to engage in the conduct alleged at paragraphs 21 to 44 of the Statement of Claim, within the meaning of s 122 of the DD Act;
- (e) says further that the respondent did not know that each Driver would engage in the alleged conduct, and the applicant alleges no facts to show that respondent did know.

Particulars

To the respondent’s knowledge, none of the Drivers on the occasions alleged by the applicant in paragraphs 21 to 44 had previously refused to provide transport to a Rider because of the Rider’s assistance animal.

F. Alleged unlawful discrimination

48. The respondent denies the allegations in paragraph 48 and says further that it:

- (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;
- (b) denies that it refused to provide any of its services to the applicant as alleged, or at all;
- (c) says further that to the extent it engaged in any discrimination (which is denied), the discrimination was not unlawful as avoiding the discrimination would impose an unjustifiable hardship on it pursuant to s 29A of the DD Act.

Particulars

- I. The respondent does not have control over a Driver cancelling an accepted Trip Request on the Driver App.*
- II. The respondent refers to the Rideshare Process in paragraph 11.*
- III. The respondent refers to the services provided by Drivers in paragraph 11B(c).*
- IV. Further particulars may be provided prior to trial.*

49. The respondent denies the allegations in paragraph 49 and says further that it:

- (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B, 12 and 13 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;
- (b) denies that it refused to provide any of its services to the applicant as alleged, or at all and so denies the allegations in the paragraph;
- (c) objects to sub-paragraph (c) on the basis that in paragraphs [21] to [44] of the Statement of Claim:
 - (i) the applicant has only alleged that on each occasion, the applicant was “refused the Respondent’s services”, which contradicts the allegation that the respondent discriminated in the “manner” in which such services were provided;
 - (ii) there are no material facts or particulars as to the alleged “manner in the way it addressed and responded to the applicant’s concerns about the way the Respondent’s services were offered and provided”;
- (d) under cover of that objection, says further that:

- (i) the alleged “options about the manner in which the services were offered and provided” in paragraph 13 were offered to all Riders;
- (ii) the matters alleged in paragraph 13(a), (d) and (f) are options selected by a Rider (not the respondent).

50. The respondent denies the allegations in paragraph 50 and says further that:

- (a) it objects to the paragraph on the basis that the applicant has not pleaded or alleged material facts that the respondent’s alleged failure to make the reasonable adjustment of “travelling with Vonda” was “because of” her disability (or her assistance animal);
- (b) under cover of that objection:
 - (i) it refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services” and the alleged “Uber vehicle”;
 - (ii) it denies that it refused to provide any of its services to the applicant as alleged, or at all;
 - (iii) it denies that it failed to make reasonable adjustments for the applicant in the provision of any of its services to the applicant;
 - (iv) says further that it provided a reasonable adjustment to the applicant, being the SAP and refers to and repeats paragraph 13(f);
 - (v) the alleged reasonable adjustment of “travelling with Vonda” is and was one for each Driver to make in the provision of the Transportation Services by the Driver.

G. Alleged loss and damage

51. The respondent denies the allegations in paragraph 51.

52. Save to say that it does not know and cannot admit what (if any) additional expenses were incurred by the applicant in booking taxis, it denies the allegations in paragraph 52.

53. As to paragraph 53, the respondent:

- (a) refers to and repeats its denials and allegations in paragraphs 11, 11A, 11B and 12 above concerning the alleged “Respondent’s services”;
- (b) objects to the pleading of a “failure to adequately address her reports” and a “failure ... to prevent further refusals of services” as the applicant has not pleaded any facts or particulars as to what she says would have constituted her report being “adequately addressed” or what the respondent could or should have done “to prevent” the alleged refusals of service;

- (c) otherwise denies the allegations in the paragraph.

H. Alleged relief

54. As to paragraph 54, the respondent denies the applicant is entitled to the relief sought in paragraph 54, or any relief at all, refers to and repeats paragraphs 48 to 50 above, and says:

- (a) as to sub-paragraph (a), the respondent:
 - (i) denies that it committed “unlawful discrimination” and “ongoing unlawful discrimination”;
 - (ii) objects to the remedy of “appropriate and effective measures to prevent ongoing unlawful discrimination” on the basis that no facts or particulars are identified as to what is said to constitute “appropriate and effective measures”;
- (b) as to sub-paragraph (b), the respondent:
 - (i) objects to the pleading of “systemic and/or future discrimination by the Respondent and its employees or agents” on the basis that no facts or particulars are identified as to any “systemic and/or future discrimination” and the applicant has not referred to any employees or agents in the Statement of Claim;
 - (ii) refers to and repeats the matters in paragraph 20 as to the alleged “employees” and paragraph 47 as to the alleged “agents”;
 - (iii) objects to the pleading of “engaging in a process of co-design ... to develop, trial and implement measures” on the basis that:
 - (A) no facts or particulars are identified as to the alleged process or measures;
 - (B) such an order would not constitute a “reasonable act or course of conduct” to “redress any loss or damage suffered by [the] applicant” within the meaning of s 46PO(4) of the AHRC Act;
- (c) as to sub-paragraph (c), the respondent denies that the applicant is entitled to the relief sought;
- (d) as to sub-paragraph (d), the respondent denies that the applicant is entitled to the relief sought;
- (e) as to sub-paragraph (e), the respondent denies that the applicant is entitled to the relief sought;

- (f) as to sub-paragraph (f), the respondent denies that the applicant is entitled to the relief sought;
- (g) as to sub-paragraph (g), the respondent denies that the applicant is entitled to the relief sought.

Date: 11 June 2025



Signed by Natalie Gaspar
Lawyer for the Respondent

This pleading was prepared by Chris Young KC, Laura Hilly and Joshua Teng of counsel, instructed by Herbert Smith Freehills Kramer.

Certificate of lawyer

I, Natalie Gaspar, certify to the Court that, in relation to the defence filed on behalf of the Respondent, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 11 June 2025



Signed by Natalie Gaspar
Lawyer for the Respondent