

Newcastle Airport Pty Limited (NAPL): Terms and conditions for access to Airport Site

- 1. Application:** Subject to any other inconsistent signed agreement with NAPL, these terms and conditions apply to any authorised drivers using or accessing the Airport Site for drop offs or pick-ups in consideration for a fee (**Drivers**). If a Driver wishes to access or use the Airport Site for drop offs or pick-ups it may only do so on these terms and conditions.
- 2. Per Trip Fee:** Drivers entering the Taxi Compound Area for vehicles to stand before accessing the Taxi Rank in order to pick up passengers must pay the Per Trip Fee to NAPL. The Per Trip Fee is to be paid by the Drivers by way of debit/credit card upon entry via the boom gates into the Taxi Compound Area on the Airport Site. Drivers must comply with NAPL's directions in relation to payment of the Per Trip Fee.
- 3. Use of Airport Site:** Drivers who are authorised have a non-exclusive right to use the Airport Site for the Permitted Use. Drivers must not use the Airport Site in a manner which creates a nuisance, disturbs or interferes with other occupiers of or visitors to the Airport Site or adjoining properties. Drivers must not do anything in or around the Airport Site which in NAPL's opinion may be dangerous or offensive to others. Drivers use the Airport Site at their own risk. Any vehicle, equipment or consumables brought onto the Airport Site is brought onto the Airport Site at the Driver's own risk. NAPL is not responsible for loss or damage to such vehicles, equipment or consumables. Driver's acknowledge that NAPL may change any part of the Airport Site including (without limitation) access roads, the Taxi Compound Area, the Taxi Rank, drop off and pick up areas at any time in its absolute discretion without consultation with Drivers.
- 4. Protection of Airport Site:** Drivers must protect the Airport Site from damage caused by the Driver using the Airport Site. Drivers must not make any alteration or addition to the Airport Site and must not litter at the Airport Site.
- 5. Permitted Use:** Drivers may not use the Airport Site if they are notified by NAPL or NAPL's agent that they are not authorised to do so. NAPL determines, in its discretion, who is entitled to access the Airport Site. If a Driver does not comply with any of NAPL's terms and conditions they may become unauthorised.

If a Driver is authorised it may only use the Airport Site for pick-ups and drop offs of passengers.

- 6. Taxi Rank and Taxi Compound Area:** Drivers may only pick up passengers from the Taxi Rank via the Taxi Compound Area (unless otherwise required by law) identified in Attachment A to these terms and conditions.
- 7. Signage:** Drivers must comply with all signage directions and parking control measures at the Airport Site.
- 8. Directions and rules:** Drivers must comply with all directions and rules made by NAPL and published on NAPL's website from time to time or published on signs located on the Airport Site. Drivers must comply with any direction given by a NAPL employee in relation to parking or site access.
- 9. Compliance with Law:** Drivers must hold all licences required by law to drive their vehicles and pick up passengers. Drivers must also comply with all relevant laws in connection with the Permitted Use.

10. Driver Requirements:

- a. Drivers must ensure their vehicles are serviced, roadworthy and in an undamaged and neat condition.
- b. Drivers must have:
 - i. public liability insurance for at least the amount of \$20 million and the Licensor must be noted as an interested party on the certificate of currency of insurance;
 - ii. comprehensive insurance for third party liability, property damage and theft in relation to each Vehicle;
 - iii. all other insurances required by law or required by NAPL;
 - iv. ensure that all the insurance policies referred to in these conditions have no exclusions, endorsements or alterations, unless first approved by NAPL in writing; and
 - v. give NAPL evidence of the insurance by way of certified copies of any relevant insurance policies within a reasonable time of NAPL's request.

11. Driver Obligations: Drivers must:

- (a) Comply with all of these terms and conditions;
- (b) perform the relevant services to passengers in a professional, diligent and high quality manner in accordance with all laws, approvals and the requirements of any authority;
- (c) assist passengers with the loading and unloading of any baggage or luggage;
- (d) accept credit card for payment of fares by customers;
- (e) give us any information requested by NAPL in relation to the Permitted Use;
- (f) comply with all directions and rules made by NAPL and published on NAPL's website from time to time or published on signs located on the Airport Site. Drivers must comply with any direction given by a NAPL employee in relation to parking or site access;
- (g) comply with all laws applicable to the Airport Site, the use of the Airport Site, including obtaining approvals, consents or permissions from any Authority relating to these matters; and
- (h) comply with all directions, instructions and procedures from time to time promulgated by NAPL or any other competent person relation to security at the Airport Site.

Drivers must not:

- (a) tout or solicit for passengers or hirings (for eg, calling or gesturing to passengers to use the Driver's vehicle);
- (b) enter any area that NAPL notifies the Driver is restricted or excluded;
- (c) contaminate or pollute the Airport Site;

- (d) damage or destroy Airport property;
- (e) verbally or physically abuse any of NAPL's employees, agents or customers or passengers;
- (f) pick up any person from the Airport Site other than from the Taxi Rank accessed from the Taxi Compound Area (unless otherwise required by law);
- (g) park or stand the Driver's vehicles in areas that are not permitted parking areas;
- (h) do anything that may make NAPL's insurance invalid or able to be cancelled, or that may increase NAPL's insurance premium; and enter the Airport Site if the Commonwealth of Australia decides to prevent access for any reason or in the event of an emergency.

12. Head Lease:

- (a) Drivers acknowledge and agree that the Airport Site is leased by NAPL or another NAPL Group Entity and their right to use the Airport Site is dependent on the existence and continuance of the Head Lease. If the Head Lease terminates so does any such right a Driver might have to access the Airport Site.
- (b) Where NAPL notifies Drivers of obligations imposed on NAPL or another NAPL Group Entity under the Head Lease:
 - a. the Drivers agree to perform and observe these obligations as far as they relate to the Drivers' use and occupation of any part of the Airport Site; and
 - b. the Drivers must not do, or omit to do anything, that would put us in breach of the Head Lease.
- (c) Where NAPL notifies the Drivers that some activity requires the Head Landlord's consent under the Head Lease, the Drivers agree not to carry out that activity without NAPL first obtaining the Head Landlord's consent for that activity.

13. Release: The Driver releases NAPL and any NAPL Group Entity and agrees that NAPL and any NAPL Group Entity is not liable for any action, demand, liability, loss, damage or cost occurring directly or indirectly in connection with the use of the Airport Site by the Driver or the Driver's employees, contractors and agents (however caused).

The Driver is liable for and unconditionally and irrevocably indemnifies NAPL and any NAPL Group Entity and any of their employees, contractors and agents against all claims, demands, liability, loss, damage or costs incurred or suffered directly or indirectly by NAPL or any Group Entity in connection with the Driver using the Airport Site.

14. Reservation of Rights: The Driver only has a personal, non-exclusive and restricted right to use parts of the Airport Site on the terms set out in these terms and conditions and the Driver does not have an interest or estate in any part of the Airport Site.

15. Refund of Per Trip Fee: Drivers who have paid the Per Trip Fee may apply to NAPL for a refund in the following circumstances:

- (a) The Driver has entered the Taxi Compound Area and paid the Per Trip Fee; and
- (b) The Driver leaves the Taxi Compound Area and the Airport Site without a passenger (or a fare of any kind) and without proceeding onto the Taxi Rank.

Drivers requesting a refund must supply all information requested by NAPL to substantiate the refund. NAPL will grant refunds in their sole discretion (acting reasonably). Please see sign at early exit boom gate for further details.

16. Additional Obligations:

- (a) The Drivers must not:
 - a. store or use inflammable, volatile or explosive substances at the Airport Site;
 - b. do anything that interferes with or overloads the Airport Site's facilities or services or use them for anything other than for their intended purpose; or
 - c. do anything to contaminate, pollute or increase toxicity in the Airport Site or its environment.
- (b) The Drivers' are liable for and unconditionally and irrevocably indemnify NAPL and its employees and agents against all actions, demands, liability, loss, damage or costs (including legal costs on a full indemnity basis) incurred or suffered directly or indirectly in connection with:
 - a. A Driver's act or omission;
 - b. a breach of these Terms and Conditions by a Driver; or
 - c. the use of the Airport Site by the Drivers.
- (c) NAPL may enforce an indemnity before incurring an expense. The Driver's must pay amounts owed to us under this indemnity on demand.
- (d) The Drivers release NAPL and its agents and agree that NAPL is not liable for any action, demand, liability, loss, damage or cost occurring directly or indirectly in connection with the use of the Airport Site by a Driver, however caused.

17. Definitions: In these terms and conditions:

- (a) Airport Site means the land upon which the airport known as "Newcastle Airport" is located as determined by NAPL from time to time;
- (b) Head Lease means the lease between Newcastle City Council and Port Stephens Council and the Commonwealth of Australia over the Airport Site.
- (c) NAPL Group Entity means Newcastle City Council ABN 25 242 068 129, Port Stephens Council ABN 16 744 377 876, Newcastle Airport Pty Limited ACN 060 254 542, Newcastle Airport Partnership Company 1 Pty Limited ACN 163 779 646, Newcastle Airport Partnership Company 2 Pty Limited ACN 163 779 682, Newcastle Airport Partnership Company 3 Pty Limited ACN 163 779 744 and Newcastle Airport Partnership Company 4 Pty Limited ACN 163 779 806;
- (d) Per Trip Fee means a fee of AU\$3 plus GST for each time a Driver enters the Taxi Compound Area at the Airport Site.
- (e) Taxi Compound Area means designated area for vehicles to stand before accessing the Taxi Rank in order to pick up passengers, as identified in Attachment A.

- (f) Taxi Rank means the taxi rank queuing area for passenger collection accessed from the Taxi Compound Area as identified in Attachment A.

Attachment A

