

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 Airport Site to pick up passengers must pay the Per Trip Fee to NAPL. The Per Trip Fee will be collected by NAPL's nominated collection agent as limited agent for NAPL. Drivers must comply with NAPL's nominated collection agent'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, 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's nominated collection 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. **Pick Up Area:** Drivers may only pick up passengers from the authorised pick up area identified as the area in blue 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. **Reasonable Directions and rules:** Drivers must comply with all reasonable 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 reasonable 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:** Drivers must ensure their vehicles are serviced, roadworthy and in an undamaged and neat condition.
11. **Driver Obligations:** Drivers must:

- (a) perform the relevant services to passengers in a professional, diligent and high quality manner;
- (b) give us any information reasonably requested by NAPL in relation to the Permitted Use in accordance with applicable laws.

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) park or stand the Driver's vehicles in areas that are not permitted parking areas; and
- (f) pick up any person from the Airport Site other than in the designated pick up area.

12. Head Lease: 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 this Licence.

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, provided it is not caused by the negligence or wilful misconduct of NAPL, any NAPL Group Entity or any of their employees, contractors or agents in connection with their use of 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. 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 agreed by both parties plus GST for each time a passenger is picked up by the Driver or the Driver's employee, contractor or agent at the Airport Site.

Attachment A



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|  2-min pick-up / drop-off |  Motorcycle Parking |
|  Long Stay Saver Shuttle |  Trailer Parking |
|  Public Bus |  Disabled Parking |
|  Taxi Rank |  Family Parking |
|  Rental Cars |  Loading Zone |
|  Pet pick-up / drop-off | |



Public drop-off zone



Public pick-up zone