

Newcastle Airport Access Licence

Please read
all parts of this Licence carefully and make
sure that you understand it before you sign it. Some
words and expressions have special meanings. They
are explained in Clause 26 and when you are
reading the Licence you should refer to Clause 26.

Newcastle Airport Access Licence

PART ONE

DETAILS PAGE

Items

1. **LICENSOR:** Newcastle Airport Pty Limited ACN 060 254 542 as agent for the Newcastle Airport Partnership comprising 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
2. **LICENSEE:** **[insert name]**
[insert address]
3. **PERMITTED USE:** Use of the designated kerbside and/or holding areas at Newcastle Airport solely for the picking up and dropping off of passengers and their accompanying luggage in connection with the Licensee's authorised ground transport services, and for no other purpose.
4. **HOURS OF ACCESS:** 24 hours, 7 days a week
5. **TERM OF LICENCE:** 2 years*
6. **COMMENCEMENT DATE:** **[insert date]**
7. **TERMINATION DATE:** **[insert date]**
8. **LICENCE FEE:** \$400** (plus GST) per annum *The Term may be extended by agreement between us in writing.
9. **PER TRIP FEE:** \$0.00 (plus GST) per trip as at the Commencement Date. The Licensor reserves the right, acting reasonably, to implement and charge access, usage or per-trip fees at any time following the deployment of relevant technology, infrastructure or systems that facilitate measurement or enforcement of such charges, with fees to apply from the date notified by the Licensor pursuant to clause 6 of the Special Conditions.

10. **GUARANTORS:** Not applicable.

11. **VEHICLES:** Any vehicles operated or affiliated with the Licensee for the provision of authorised ground transport services that are properly licensed, registered and compliant at all times with all applicable laws and regulatory requirements, including registration and accreditation with the NSW Point to Point Transport Commissioner (where applicable), and holding all required permits, authorities, insurances and approvals necessary to lawfully provide passenger transport services. The Licensee must provide evidence of such compliance upon request by the Licensor.

Vehicle 1 Registration: [insert]

Vehicle 2 Registration: [insert]

Vehicle 3 Registration: [insert]

Vehicle 4 Registration: [insert]

Vehicle 5 Registration: [insert]

Vehicle 6 Registration: [insert]

12. **SITE LOCATION** As outlined in the Designated Area Plan, in Part 4 – page 20

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PART TWO

LICENCE MEMORANDUM

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LICENCE MEMORANDUM

Part A: Grant of Licence

1. Scope of Licence

- 1.1 Subject to the terms of this Licence, we will allow you and the Drivers during the Term in Item 5 to use the Roads, Designated Area, Pick-up and Drop Off areas on a non-exclusive basis during the Hours of Access in Item 4 for the Permitted Use in Item 3. We do not warrant these areas are suitable for the Permitted Use.
- 1.2 You agree to perform and observe the obligations imposed on us in the Headlease as far as they relate to your use and occupation of the Roads, Designated Area and Drop Off Site.
- 1.3 You acknowledge and agree that:
 - (a) this Licence is dependent on the existence and continuance of the Headlease; and
 - (b) the rights and obligations of the parties under this Licence are in many respects governed by and subject to our compliance with the Headlease.
- 1.4 Where we notify you of the obligations imposed on us in the Headlease:
 - (a) you agree to perform and observe these obligations as far as they relate to your use and occupation of any part of the Airport Site; and
 - (b) you must not do, or omit to do anything, that would put us in breach of the Headlease.
- 1.5 Where we notify you that some activity requires the Head Landlord's consent under the Headlease, you agree not to carry out that activity without us first obtaining the Head Landlord's consent for that activity.
- 1.6 You must forward to us copies of notices or correspondence from the Head Landlord or from any Authority relating to breaches of the Headlease or any other matter in connection with your use of the Airport Site within 7 days of receipt of such notices or correspondence.

Part B: Length of Licence

2. Starting and Ending

- 2.1 The Licence operates from the Commencement Date in Item 6 and expires on the Termination Date in Item 7 unless terminated sooner in accordance with this agreement ("Term").
- 2.2 The Term may be extended by agreement between us in writing.

Part C: Payment of Licence Fee ("GST")

3. Payment of Licence Fee

- 3.1 You must pay us the Licence Fee, plus an amount equal to any GST payable by us in relation to taxable supplies made by us under this Licence, as consideration for your rights under this agreement, in advance and as directed by us.

Part D: Authorised Services

4. Performance of Authorised Services

- 4.1 You must perform the Authorised Services:

- (a) in a professional, diligent and high quality manner;
- (b) in accordance with all laws, Approvals and the requirements of any Authority; and
- (c) in accordance with our directions or the directions of Our Representative.

- 4.2 You must:

- (a) procure that the Drivers who perform the Authorised Services:
 - (i) comply with this Licence in all respects;
 - (ii) do so in accordance with the Terms and Conditions;
 - (iii) are competently trained and licensed to perform the Authorised Services;
 - (iv) do not engage in any Driver Misconduct;
 - (v) Provide services promptly, safely and courteously,
 - (vi) maintain vehicles in a roadworthy, clean and presentable condition and
 - (vii) comply with your directions, instructions and procedures and the directions, instructions and procedures of us and our Representatives;

- (b) appropriately investigate and resolve any Driver Misconduct;
- (c) promptly report all Driver Misconduct to us;
- (d) give us all information or documentation that we request regarding the performance of the Authorised Services at the Airport Site; and
- (e) comply with all the Special Conditions.

4.3 Upon receiving any report of Driver Misconduct in accordance with clause 4.2(c), we can, in our absolute discretion:

- (i) issue a written warning to you to notify the Driver that any further incidents of Driver Misconduct may result in revocation of the Driver's right to provide the Authorised Services at the Airport Site; or
- (ii) immediately issue a notice banning the Driver that engaged in the Driver Misconduct from providing the Authorised Services at the Airport Site.

4.4 In the event that a person makes a direct booking with you in order to be picked up from the Airport Site by a Driver, the Drivers are permitted to pick up that person from the designated public pick-up area or such other location nominated by the Licensor.

5. Driver Misconduct

5.1 For the purpose of this Licence, Driver Misconduct includes, but is not limited to the following:

- (a) negligent, unsafe or unprofessional behaviour;
- (b) speeding, negligent, or dangerous driving;
- (c) conduct that in any way results in a breach of passenger safety;
- (d) refusal of service to passengers without a lawful and reasonable excuse, including but not limited to passenger's destination, discrimination on the basis of race, disability, gender or presence of an assistance animal;
- (e) refusal of short fare trips;
- (f) refusal to accept lawful payment methods approved under regulations (including credit/ debit cards);
- (g) charging passengers more than the metered fare;
- (h) failure to display or produce identification, license or required signage as required by law;
- (i) any act of physical assault, sexual harassment, intimidation, or verbal abuse towards a passenger, staff member, or other road user; and
- (j) not complying with applicable laws, our directions, instructions, procedures, Terms and Conditions, or the directions, instructions and procedures of Our Representative

Part E: Your Obligations

6. Compliance with Laws and our directions

- 6.1 You must comply with all laws applicable to the Airport Site, the use of the Airport Site, the Authorised Services and/or this Licence including obtaining approvals, consents or permissions from any Authority relating to these matters.
- 6.2 You must comply with all of our directions and requests of us or Our Representatives in respect of your use of the Airport Site, the Authorised Services and/or this Licence.

7. Use of Airport Site

- 7.1 You 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. You must not do anything in or around the Airport Site which in our opinion may be dangerous or offensive.
- 7.2 You must not verbally or physically abuse any of Our Employees and Agents or customers or passengers.

8. Risk and Insurance

- 8.1 You occupy any part of the Airport Site at your own risk. Any Vehicle, equipment or consumables brought onto the Airport Site are brought onto the Airport Site at your risk and we are not responsible for any loss or damage to them.
- 8.2 You must have:
 - (a) 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;
 - (b) workers compensation (including coverage for voluntary workers); and
 - (c) all other insurances required by law or required by us.
- 8.3 You must ensure that the insurance policies referred to in this clause 8 have no exclusions, endorsements or alterations, unless first approved by us in writing.
- 8.4 If we ask, you must give us evidence of the insurance by way of certified copies of any relevant insurance policies on each anniversary of the Commencement Date in Item 6 and at any other time we request.
- 8.5 You must not do anything that may make our insurance invalid or able to be cancelled, or that may increase our insurance premium.

9. Protection of Airport Site

- 9.1 You must protect the Airport Site from damage caused by the performance of the Authorised Services or otherwise caused as a result of your use of the Airport Site. You must not make any alteration or addition to the Airport Site.

Part F: Release and Indemnity

10. What You Release and Indemnify Us From

- 10.1 You are liable for and unconditionally and irrevocably indemnify us and Our 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) your acts and omissions or the acts and omissions of Your Employees and Agents; or
 - (b) a breach of this Licence by you; or
 - (c) the use of the Airport Site by you or Your Employees and Agents.
- 10.2 We may enforce an indemnity before incurring an expense. You must pay amounts owed to us under this indemnity on demand.
- 10.3 You release us and agree that we are 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 you or Your Employees and Agents, however caused.
- 10.4 Part F is a continuing obligation and survives transfer, expiry or termination of this Licence.

Part G: Our Obligations and Rights

11. Reservation of Rights

- 11.1 You only have a personal, non-exclusive and restricted right to use parts of the Airport Site on the terms set out in this Licence and you do not have an interest or an estate in any part of the Airport Site. We have the right, at all times, to make arrangements with other service providers regarding the provision of the Authorised Services at the Airport Site.
- 11.2 Subject to the above and your compliance with this Licence, we will not interfere with your or the Drivers' reasonable use and enjoyment of the Roads, the Designated Area and the Drop Off Site at the Airport Site during the Term of this Licence.

12. Our Powers

- 12.1 Unless otherwise stated in this Licence, we may:
- (a) withhold any consent or approval;

- (b) give any direction; or
- (c) exercise any discretion,

under this Licence in our absolute discretion. Any consent or approval granted under this Licence may be withdrawn at any time in our absolute discretion.

- 12.2 We may enter the Roads, the Designated Area and/or the Drop Off Site at any time for any reason.
- 12.3 Any consent or approval given by us under this Licence is not effective unless it is in writing.

Part H: Termination

13. Termination of License For Breach or Insolvency

13.1 We may end this Licence immediately by giving notice to you if:

- (a) you breach an essential term of this Licence; or
- (b) you breach any term of this Licence (other than an essential term) and fail to remedy that breach within 7 days of receiving a notice from us requiring the breach to be remedied; or
- (c) you go into bankruptcy or liquidation, have a receiver, receiver and manager, administrator or similar person appointed, if you enter into a scheme of arrangement with creditors or you are unable to pay your debts as and when they fall due.

13.2 The following are essential terms of this Licence:

- (a) clause 1 (Scope of Licence);
- (b) clause 4 (Performance of Authorised Services);
- (c) clause 6 (Compliance with Laws and our directions);
- (d) clause 7 (Use of Airport Site);
- (e) clause 8 (Risk and Insurance);
- (f) clause 10 (Release and Indemnity);
- (g) clause 16 (Guarantor);
- (h) clause 6 of the Special Conditions (Per Trip Fee); and
- (i) clause 9 of the Special Conditions (NAPL Terms and Conditions).

13.3 Without limiting our rights (including our right to claim damages), if this Licence is ended under clause 13.1, we may recover all money payable according to this Licence up to the date this Licence is terminated.

14. Termination on End of Headlease or Commonwealth Exercise of Powers

14.1 This Licence automatically terminates if:

- (a) the Headlease ends for any reason;
- (b) the Head Landlord notifies us that this Licence should be terminated; or
- (c) the Head Landlord exercises any rights under the Headlease or in accordance with law which prevents us from complying with this Licence

and no compensation will be paid to you for this termination.

15. Expiry or Termination of License and Hold Over

15.1 Subject to clause 15.2, if this Licence expires or is terminated you must immediately remove and procure the Drivers to immediately remove the Vehicles and any other of your equipment or property from the Airport Site.

15.2 If we allow you or the Drivers to continue to access the Designated Area beyond the end of this Licence (other than under a further licence) then yours and the Drivers' rights and obligations under the Licence will continue on a monthly basis only and shall be determinable by either party providing no less than one months' notice to the other at any time.

Part I: Guarantor

16. Liability of Guarantor

16.1 This clause applies if a Guarantor is specified in Item 9.

16.2 In consideration of us entering into this Licence at the request of the Guarantor, the Guarantor agrees to guarantee to us the performance and observance by you of all of your obligations under this Licence and in connection with your use of the Airport Site.

16.3 Where there is more than one Guarantor their obligations are joint and several.

16.4 If you breach this Licence we may claim and recover the debt or damages arising from your breach directly from the Guarantor.

16.5 As a separate undertaking the Guarantor indemnifies us against liability or loss arising from and any costs (including legal costs on a full indemnity basis), charges or expenses incurred in connection with all of the following:

- (a) your breach of this Licence;
- (b) your use of the Airport Site;
- (c) a representation or warranty made by you in relation to this Licence being incorrect or misleading; and/or
- (d) a liquidator disclaiming this Licence.

We do not need to incur expense or make payment before enforcing the right of indemnity.

16.6 The Guarantor waives any right it has of first requiring us to commence proceedings or enforce any other right against you or any person before claiming under this Guarantee and Indemnity.

16.7 This guarantee and indemnity in this Part I is a continuing security and is not discharged by one payment.

16.8 The liabilities of the Guarantor under this Part I as a guarantor, indemnifier or principal debtor and our rights under this Part I are not affected by anything which might otherwise affect them at law or in equity, including one or more of the following:

- (a) the granting of time or other indulgence or the compromise with or release of you or any other Guarantor;
- (b) our acquiescence, delays, acts, omissions or mistakes;
- (c) transfer of our rights;
- (d) the termination, surrender, expiry or variation, assignment or sub licensing of this Licence or the extension or renewal of the Term;

- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (f) any change in you or the Drivers' use of the Airport Site;
- (g) this Licence not being effective as a licence;
- (h) any person named as the Guarantor not executing this Licence effectively;
- (i) a liquidator disclaiming this Licence; or
- (j) the subsequent death, bankruptcy or liquidation of any one or more of you and the Guarantor.

16.9 Until all money payable to us in connection with this Licence or your occupation of the Airport Site is paid, the Guarantor may not:

- (a) raise a set off or counterclaim available to it or you against us in reduction of its liability under this clause;
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by us in connection with this Licence;
- (c) make a claim or enforce a right against you or your property; or
- (d) prove in competition with us if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of you, or you are otherwise unable to pay your debts when they fall due.

16.10 If a payment to us in connection with this Licence or this clause is found or conceded to be void or voidable then we are entitled immediately as against the Guarantor to the rights to which we would have been entitled under this Part I if the payment had not occurred.

16.11 The Guarantor agrees to pay or reimburse us on demand for:

- (a) our costs, charges and expenses in making, enforcing and doing anything in connection with the guarantee and indemnity in this clause (including our legal costs and expenses on a full indemnity basis); and
- (b) all amounts which are payable in connection with the guarantee and indemnity in this clause or a payment, receipt or other transaction contemplated by it.

Money paid to us by the Guarantor must be applied first against payment of costs, charges and expenses under this sub-clause then against our other obligations under this Part I.

16.12 We may assign our rights under this Part I.

Part J: General Matters

17. Notices

17.1 A notice required by this Licence:

- (a) must be in writing;
- (b) may be served on you by:
 - (i) giving it to you personally; or
 - (ii) leaving it at or posting it to, or faxing it to your registered office or your business address set out on the details page; or
 - (iii) emailing it to the email address set out on the details page.

17.2 You may serve a notice on us by leaving it at, or posting it to, or faxing it, or emailing it to our address as shown on the front of this Licence.

17.3 We may serve a notice on a Guarantor by:

- (a) giving it to the Guarantor personally; or
- (b) leaving it at, or posting it to, or faxing it to the Guarantor's registered office or last known business address; or
- (c) emailing it to the email address set out on the details page.

18. Assignment

18.1 We may assign or otherwise deal with this Licence or a right under this Licence without your consent. If we assign this Licence to a new licensor in accordance with this clause 18, we are released from any further obligations under the Licence on and from the date of assignment of this Licence.

18.2 You must not assign or otherwise deal with this Licence or a right under this Licence without our consent.

18.3 If:

- (a) you are a company which is neither listed nor wholly owned by a company which is listed on the Australian Stock Exchange; and
- (b) there is a change in your shareholding or the shareholding of your holding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,

then that change in control is treated as an assignment of this Licence and clause 18.2 applies to the assignment.

19. Entire Agreement

19.1 This Licence is the entire agreement between the parties concerning the subject matter and supersedes any previous agreement between the parties concerning the subject matter.

20. Governing Law

20.1 This Licence is governed by the laws of New South Wales.

21. Individual and Joint liability

21.1 If two or more people are described in Item 2 (you) or Item 9 (Guarantor), each person described in the item is liable for the obligations individually and together for each other person in that item.

22. Employees and Agents

22.1 You must ensure that Your Employees and Agents comply, if appropriate, with your obligations under this Licence. Any act or omission of Your Employees and Agents is deemed to be an act or omission of you.

23. Waiver

23.1 A provision of or a right under this Licence may not be waived or varied except in writing and signed by whoever is to be bound. No act or omission by us under this Licence will act as a waiver of any statutory obligation or regulation imposed on you or in any way constrain or fetter our powers under any statute or regulation.

24. Interpretation

24.1 When this Licence requires anything not to be done, this includes not allowing or permitting the thing to be done.

24.2 A word or expression in the singular includes the plural - and the plural includes the singular.

24.3 A person includes an individual and a corporation.

24.4 Examples are descriptive only, and not exhaustive.

Part K: Definitions

25. Meaning of Words

25.1 In this Licence:

“**we**”, “**us**” or “**our**” means Newcastle Airport Pty Limited ABN 30 060 254 542 and, where relevant, includes Our Representatives; and

“you” or **“your”** means a person described in Item 2 and, where relevant, includes Your Employee and Agent.

25.2 The following definitions apply unless the context requires otherwise:

“Airport Site” means the land on which Newcastle Airport is located from time to time including, but not limited to, the following parcels of land: Lot 11 of DP 844528, Lot 102 of DP 873511, Lot 103 of DP 873512, Lot 41 of DP 1045602, Lot 42 of DP 1045602, Lot 43 of DP 1045602, Lot 1 of DP 854099 and Lot 21 of DP 1053667;

“Approval” means any approval, consent, permission, licence or authority acquired by law or an Authority;

“Authorised Services” means the operation of Vehicles for the purpose of accessing, queuing, staging, picking up and dropping off passengers and their baggage within the Airport Site in connection with the Licensee’s authorised ground transport services.

“Authority” means any government, semi-government, local government, statutory, public, ministerial, administrative or judicial authority, or organisation;

“Business Day” means a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

“Common Areas” means those parts of the Terminal which we intend for common use.

“Car Park” means the car park identified in the Plan;

“Designated Area” means area allocated by the Licensor for Vehicles prior to accessing the Pick-Up Area or Drop-Off Site, as identified in the Plan.

“Driver(s)” means drivers, operators or personnel engaged by or affiliated with the Licensee to operate Vehicles and provide the Authorised Services.

“Drop Off” means temporarily stopping to set down a person from the Vehicle;

“Drop Off Site” means the area for Vehicles to stand to Drop Off passengers identified in the Plan;

“GST” means has the meaning given to that term in the GST Legislation and **“GST Legislation”** has the same meaning as ‘GST law’ in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“Headlease” means the lease between Newcastle City Council, Port Stephens Council and the Commonwealth of Australia over the Airport Site having registration number U968638;

“Head Landlord” means the Commonwealth of Australia;

“Item” means an item in the Licence;

“Licence” means Part 1: Details Page, Part 2: Licence Memorandum, Part 3: Special Conditions, Part 4: Designated Area, Pick Up and Drop Off Site, Part 5:

Execution Page;

“Licence Fee” means the amount specified in the Details as adjusted in accordance with clause 3.2 from time to time;

“Our Employees and Agents” means our employees, subcontractors and agents;

“Public Pick Up Area” means the area available to the public in which vehicles may stand to pick up persons and passengers as identified in the Plan. ;

“Pick Up” means temporarily stopping to allow a person waiting at the kerbside to enter the Vehicle;

“Plan” means the plan attached to Part Four;

“Quarterly” means once every 3 months of a Year;

“Road(s)” means the road system at the Airport Site that we intend for common use;

“Special Conditions” means the special conditions in Part Three of this Licence;

“Ground Access Pick-up Area” means the designated kerbside or holding area for the collection of passengers, as identified in the Plan or otherwise directed by the Licensor.

“Terminal” means the Newcastle Airport Terminal located on the Airport Site;

“Terms and Conditions” means clause 9 of the Special Conditions;

“Vehicle” means any motor vehicle authorised under this Licence and operated by the Licensee or its Drivers for the provision of Authorised Services, including taxis, rideshare vehicles, shuttle buses, coaches, private hire vehicles or any other approved ground transport vehicle.

“Your Employees and Agents” means your employees, agents, customers, contractors (for example, your drivers), sub-contractors, consultants, trustees and other persons on the Airport Site with your express or implied consent or invitation.

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PART THREE

SPECIAL CONDITIONS

These special conditions are part of this Licence between the Licensor described in Item 1 and the Licensee described in Item 2.

1. Your additional obligations

- 1.1 You must immediately and directly communicate with Your Employees and Agents and Drivers on behalf of Our Representative or us, upon receipt of a request from either Our Representative or us, to do so.

2. Security

- 2.1 You acknowledge that the Commonwealth of Australia has certain stringent security requirements for the Terminal and the Airport Site and that we have certain obligations in this regard. You agree to:

- (a) if required by us (or any person authorised by the Commonwealth of Australia) arrange security clearances for Your Employees and Agents;
- (b) ensure Your Employees and Agents wear staff identification required from time to time by us or any relevant authority; and
- (c) comply with, and ensure that Your Employees and Agents comply with, all directions, instructions and procedures from time to time promulgated by us or any other competent person relating to security.

3. Access to Airport Site

- 3.1 If we decide there is an emergency, we may stop you and Your Employees and Agents and the Drivers from entering the Airport Site at any time.
- 3.2 If the Commonwealth of Australia decides to prevent access to the Airport Site for any reason you and Your Employees and Agents must not enter the Airport Site.
- 3.3 No compensation is payable by us for a denial of access to the Airport Site under this clause.
- 3.4 You must comply with any other term or condition of access to the Airport Site as advised by us from time to time and we reserve the right to refuse Your Employees and Agents or the Drivers access to the Designated Area in our absolute discretion.
- 3.5 You release us from any action, demand, loss or damage for any damage, loss or cost suffered by you or Your Employees and Agents as a result of the closure of the Airport Site pursuant to this clause.

4. Relocation

- 4.1 We may relocate, replace or repair the Roads, the Designated Area and/or the Drop Off Site at our discretion at any time without paying you compensation.
- 4.2 You release us from any action, demand, loss or damage for any damage, loss or cost suffered by you or Your Employees and Agents as a result of the relocation, replacement or repair of the Roads or Designated Area and/or the Drop Off Site.

5. No Guarantee of Trade

- 5.1 You represent and warrant that us and Our Employees and Agents have not made any guarantee or warranty about the value of trade or the volume of trade or passenger numbers, visitors or airline employees which you might reasonably expect now or in the future in conducting your business from the Airport Site.

6. Per Trip Fee

- 6.1 We reserve the right to review and amend the Per Trip Fee at any time in our absolute discretion, on provision of no less than 1 month (30 days) prior notice to you.
- 6.2 You must provide both ad hoc (on written request by us within the timeframe dedicated by us) and Quarterly reports to us, within fourteen (14) days of the last day of the quarter or within fourteen (14) days of receipt of our ad hoc request as the case may be, outlining how many passengers have been Picked Up by the Drivers from the Airport Site and we reserve the right to request any further information in relation to, or request a formal audit (by an independent authority to be agreed between the parties, acting reasonably) of, the ad hoc or Quarterly reports as provided by you. Should any examination, inspection and audit of your books and records by us, or an independent authority, disclose an underpayment by you of the fees due under this Licence, you shall promptly pay us the amount of such underpayment. If said underpayment exceeds three percent (3%) of the consideration due, you shall reimburse us for all reasonable costs incurred in the conduct of such examination, inspection and audit.

7. Costs

- 7.1 You are liable for and agree to pay our legal costs incurred in connection with the preparation, negotiation, execution, stamping (if applicable) and registration of this Licence, within a reasonable time of receipt of a relevant tax invoice.

8. Privacy Laws

You must comply with any and all applicable statutory or other privacy laws in respect of any collection and use of information under this Licence.

9. Newcastle Airport Pty Limited Terms and Conditions of Access

- 9.1 You, Your Employees and Agents and the Drivers must comply at all times with the Terms and Conditions.

9.2 You agree that Our Representative has the right to amend the Terms and Conditions at any time, in its absolute and sole discretion.

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PART FOUR

LANDSIDE ACCESS & COMMERCIAL ACTIVITY TERMS

By entering or using the Newcastle Airport Landside Precinct (being all public roadways, curbside areas, car parks and landside facilities within Newcastle Airport, as shown on airport maps), you agree to the following terms:

1. Prohibited Commercial Activity Without Consent

You must not undertake, conduct, or facilitate any Commercial Activity within the Newcastle Airport Landside Precinct without the prior written consent of Newcastle Airport Pty Limited (NAPL), which may be granted subject to conditions and will not be unreasonably withheld where required by law.

2. Definition of Commercial Activity

For the purposes of these terms, Commercial Activity includes any activity carried out for profit, revenue, fare, fee, reward, charge, hire, promotion or other consideration, whether direct or indirect, including but not limited to:

- a) advertising, promotion or solicitation (including political, charitable or commercial campaigns);
- b) operating or facilitating a Passenger Transport Service;
- c) offering, selling, hiring or supplying goods or services;
- d) soliciting passengers or customers; and
- e) conducting trials, demonstrations or commercial promotions.

3. Passenger Transport Service

A Passenger Transport Service means any service involving the carriage or collection of passengers by motor vehicle for a fare or other consideration, including (without limitation): taxis, rideshare, hire cars and chauffeur services; courtesy or shuttle services connected to a commercial business; charter or pre-booked transport services; and services where consideration is provided by a third party.

4. Compliance With Directions

You must comply at all times with all regulatory and informational signage located within the Airport; and all reasonable directions given by Newcastle Airport personnel, contractors or authorised representatives.

5. Enforcement and Access Restrictions

If you undertake a Commercial Activity without consent, or fail to comply with these terms or directions, Newcastle Airport may take enforcement action, including but not limited to: restricting or withdrawing your access to the Landside Precinct, refusing future access or permits; and taking any other action reasonably available at law.

6. No Waiver

Any failure, delay or partial exercise by Newcastle Airport of a right under these terms does

not waive that right, nor does it prevent any future exercise of that or any other right.

7. Priority of Other Agreements or Legal Rights

These terms do not apply to the extent that you have a written agreement or permit with Newcastle Airport covering your activity; other Newcastle Airport conditions of use apply to a specific area or service; or you are expressly authorised to undertake the activity by law.

8. Governing Law

These terms are governed by the laws of New South Wales, and you submit to the jurisdiction of the courts of that State.

7. Further Information

For enquiries regarding commercial access, approvals or permits, please contact:
propertyadmin@newcastleairport.com.au

Newcastle Airport Access Licence PART FIVE

DESIGNATED AREA

(NB: This location may change at the discretion of Our Representative)



Pick-Up Procedure

Vehicles must not wait, stand, queue, stage, park or loiter at the terminal kerbside or within any Pick-Up Area.

Drivers may only access the Pick-Up Area for the immediate collection of pre-booked or allocated passengers and must depart promptly once the pick-up is complete.

All Vehicles awaiting passenger collection must instead utilise the designated holding or waiting zone as directed by the Licensor, being the Long Stay Saver Car Park (or such other area as notified by the Licensor from time to time). Vehicles may wait in that area for up to two (2) hours free of charge, subject to the Airport's parking terms and conditions.

Under no circumstances may Vehicles stage, solicit passengers, or remain stationary at the kerbside while waiting for passengers. Any Vehicle not actively engaged in the immediate loading of passengers may be directed to leave the area and/or may be subject to enforcement action in accordance with this Licence and the Airport's conditions of use.

Drop-Off Procedure

All Ground Transport operators are permitted to drop off passengers at the designated kerbside areas directly in front of the terminal.

Following a drop-off, vehicles must immediately vacate the kerbside and return to their allocated holding or staging area if they intend to undertake a subsequent pick-up.

Under no circumstances may a vehicle wait, queue, or pick up passengers directly after a drop-off without first returning to the designated holding or staging area. This practice is strictly prohibited.



**Newcastle Airport Access Licence
PART SIX**

EXECUTION PAGE

DATED:

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED
for and on behalf of **NEWCASTLE
AIRPORT PARTNERSHIP
COMPANY 1 PTY LIMITED ACN 163
779 646** by the Head of Retail and
Ground Transport of Newcastle Airport
Pty Limited ACN 060 254 542 as its
sub-attorney under Power of Attorney
registered Book 4747 No 288 in the
presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness *(please print)*

SIGNED SEALED AND DELIVERED
for and on behalf of **NEWCASTLE
AIRPORT PARTNERSHIP
COMPANY 2 PTY LIMITED ACN 163
779 682** by the Head of Retail and
Ground Transport of Newcastle Airport
Pty Limited ACN 060 254 542 as its
sub-attorney under Power of Attorney
registered Book 4747 No 288 in the
presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness *(please print)*

SIGNED SEALED AND DELIVERED
for and on behalf of **NEWCASTLE
AIRPORT PARTNERSHIP
COMPANY 3 PTY LIMITED ACN 163
779 744** by the by the Head of Retail
and Ground Transport of Newcastle
Airport Pty Limited ACN 060 254 542
as its sub-attorney under Power of
Attorney registered Book 4747 No 288
in the presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness *(please print)*

SIGNED SEALED AND DELIVERED
for and on behalf of **NEWCASTLE
AIRPORT PARTNERSHIP
COMPANY 4 PTY LIMITED ACN 163
779 806** by the Head of Retail and
Ground Transport of Newcastle Airport
Pty Limited ACN 060 254 542 as its
sub-attorney under Power of Attorney
registered Book 4747 No 288 in the
presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness *(please print)*

EXECUTED by **[Company Name]**
ABN [] in accordance with section
127 of the Corporations Act 2001 (Cth)
by being signed by the following
officers:

.....
Signature of Sole director/secretary

.....
Name of Sole director/secretary (print)
(please print)

SIGNED by **[name]** in the presence of:

.....
Signature of witness

.....
Signature of **[name]**

.....
Name of witness *(please print)*