



DEED POLL

AIRSIDE VEHICLE INDEMNITY AND RELEASE

GIVEN BY:

.....
Name of User and ABN if applicable

IN FAVOR OF:

**Alice Springs Airport Pty Ltd
(ABN 19 081 258 246)**

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AIRSIDE VEHICLE INDEMNITY AND RELEASE

DATED:

THIS DEED is given by:

.....
.....

[full name, ABN if applicable and address of User)

("User")

IN FAVOR OF:

ALICE SPRINGS AIRPORT PTY LTD (ABN 19 081 258 246) the registered office of which is situate at 1 Fenton Court, Darwin International Airport, Eaton in the Northern Territory of Australia, and the business office of which is situated at Santa Teresa Drive, Alice Springs Airport, Alice Springs in the Northern Territory of Australia ("**ASA**")

RECITALS:

- A. ASA operates the Airport.
- B. The User wishes to enter upon the Airside of the Airport to use and operate Vehicles on the Airside of the Airport, and ASA grants the User the right to do so on the terms and conditions set out in this Agreement.

OPERATIVE PART:

1. DEFINITIONS

In this Agreement:

"Airport" means Alice Springs Airport;

"Airside" means the movement area of the Airport, adjacent terrain and buildings or portions thereof being the areas marked as such on the plan at Attachment G of the Airside Vehicle Control Handbook;

"Airside Vehicle Control Handbook" means the handbook issued by ASA for the use of Airside at the Airport, as amended or updated from time to time;

"Authority to Use Airside" means a permit to be affixed to a Vehicle approved to access the Airside, issued by ASA or by an approved issuing authority;

"ASA" means Alice Springs Airport Pty Ltd (ABN 19 081 258 246);

"Deed" means this deed and any amendment or annexure to it;

"User" means the registered proprietor of the Vehicle, the Vehicle operator or the person applying for an Authority to Use Airside, and includes but is not limited to the second party named in this Deed (if any);

"Vehicle" means any motor vehicle as defined by the *Motor Vehicles Act* (NT), special purpose

vehicle or mobile equipment, which is used on the Airside, or taken onto the Airside, by the User.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) headings and underlining are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa.

3. AUTHORITY TO OPERATE MOTOR VEHICLE AIRSIDE

ASA hereby authorises the User to operate motor vehicles Airside, in accordance with the Authority to Use Airside, the Airside Vehicle Control Handbook, and otherwise upon and subject to the terms and conditions of this Deed.

4. INDEMNITY

- (a) In consideration of ASA permitting the User to enter upon, and to use and operate Vehicles on the Airside of the Airport in accordance with the rules set out in the Airside Vehicle Control Handbook, the User must indemnify and keep indemnified ASA and each servant, officer, member, agent and contractor of ASA from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against ASA or any one or more of its servants, officers, member, agents and contractors in relation to or arising out of or in consequence of:
 - (i) any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against ASA or any one or more of its servants, officers, members, agents and contractors in respect of any loss of or damage to property, loss of life or personal injury or other loss that may arise in any way from the use or operation of any Vehicle on the Airside by the User or by any servant, officer, member, agent or contractor of the User or any third party (including, but not limited to any loss of or damage to property or loss of life or personal injury or other loss suffered or incurred by the User or any servant, officer, member, agent or contractor of the User); and
 - (ii) any other thing in any way relating to the use of or operation of any Vehicle on the Airside of the Airport by the User or any servant, officer, member, agent or contractor of the User.
- (b) The indemnity in clause 4(a) is a continuing indemnity and remains in full force and effect until this Agreement has been formally terminated by ASA in writing.
- (c) The indemnity contained in clause 4(a) does not apply to the extent that any such loss, damage, or cost, is caused by the negligence of ASA or its servants, officers, members agents or contractors, or any other party other than the User.

5. RELEASE

- (a) The User releases ASA and each servant, officer, agent, member and contractor of ASA from:
 - (i) all claims, actions, causes of action, proceedings and demands which the User now has or, might at any time in the future have, against ASA or any servant, officer, member, agent or contractor of ASA; and
 - (ii) all present or future liability of ASA or any servant, officer, member, agent or contractor of ASA to the User however caused in relation to or arising out of or in consequence of:
 - A. the use or operation of any Vehicle on the Airside of the Airport by the User or any servant, officer, agent or contractor of the User; or
 - B. the presence on the Airside of the Airport of any Vehicle (whether or not being used or operated at the time) under the control of the User or any servant, officer, member, agent or contractor of the User; or
 - C. the presence on the Airside for any reason whatsoever of any servant, officer, member, agent or contractor of the User; or
 - D. any combination of any of the things referred to in paragraphs 4(a)(ii)(A) to (C) inclusive.
 - (iii) The release contained in clause 4(a) operates even if the User is not now aware of, or has no present knowledge of, or at any future time is not aware or has no knowledge of, any fact or circumstance which may now or in the future be relevant to or apply in relation to any such claim, action, cause of action, proceeding or demand or liability.
 - (iv) The User must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand referred to in clause 5(a).
- (b) The release set out in clause 5(a) shall not operate to the extent such claims, actions, causes of action, proceedings, demands, loss, damage or cost are caused by negligence on the part of ASA or any of its servants, officers, members, agents or contractors, or any other party other than the User.

6. INSURANCE

- (a) The User must take out and maintain public liability insurance to the value of not less than Twenty Million Dollars (\$20,000,000) with a reputable insurance company.
- (b) The User will at all times whenever so required by ASA produce a certificate of currency confirming that the insurance is in full force and effect.

7. GOVERNING LAW

- (a) This Agreement is to be governed by the laws of the Commonwealth of Australia and the Northern Territory.
- (b) The User submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the Northern Territory and any Courts, which have jurisdiction to entertain appeals from those Courts.

EXECUTED by the User (A Company) in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary* (*delete whichever is not applicable)

.....
Name of director/company secretary* (block letters) (*delete whichever is not applicable)

EXECUTED by the User (An individual) in the presence of:

.....
Signature of User

.....
Signature of witness

.....
Name of Witness (block letters)