



Airside Vehicle Control Handbook - Appendix F

Airside Vehicle Indemnity and Release

THIS DEED POLL is made on the day of 20.....

BY:..... of (Contractor)

IN FAVOUR OF: HOBART INTERNATIONAL AIRPORT PTY LTD (ACN 080 919 777) of 6 Hinkler Road, Cambridge, Tasmania 7170 (Airport Operator)

BACKGROUND

The Contractor has requested access to the Airside. The Airport Operator has granted access on the basis that the Contractor provides the indemnities and releases set out in this document.

1. DEFINITIONS

In this document:

Airport means that airport described in Regulation 1.03 of the *Airports Regulations 1997* (Cth) as 'Hobart Airport'.

Airport Operator means the party identified as such on the first page of this document.

Airside means any part of the Movement Area of the Airport, adjacent terrain and buildings, being the area marked as "Airside" on the plan at Annexure D of the Airside Vehicle Control Handbook.

Airside Vehicle Control Handbook the handbook of that description published by the Airport Operator and made available to the Contractor.

Contractor means the party identified as such on the first page of this document and includes the Contractor's employees, agents, contractors and assignees.

Loss means any form of loss, damage, cost, expense or liability (however that arises), and the concept includes but is not limited to:

- a) liability incurred as a result of a court ruling together with the costs and expenses of addressing, responding to, or defending any legal action (or a threat of it), claim, proceeding or demand from a third party; and
- b) any fines or infringement fee imposed by any regulatory body with jurisdiction over the Airport Operator or the Airside.

Vehicle means any motor vehicle, special purpose vehicle or other mobile equipment which is used on the Airside by the Contractor.

2. INTERPRETATION

In this document, unless the context indicates otherwise:

- a) headings and underlining are for convenience and do not affect the interpretation of this document;

- b) words denoting the singular include the plural and vice versa;
- c) a reference to the Airport Operator includes the Airport Operator's employees, agents, contractors and assignees, but excludes the Contractor.

3. INDEMNITY

- a) The Contractor indemnifies and releases the Airport Operator from and against any Loss incurred as a result of:
 - (i) use of any Vehicle on the Airside by the Contractor, regardless of whether or not the Airport Operator has authorised the use of that Vehicle;
 - (ii) any breach of the requirements or obligations of the Airside Vehicle Control Handbook; and
 - (iii) the presence of the Contractor on the Airside.
- b) Each indemnity and release in this document is a continuing indemnity and release and remains in full force and effect until this document is discharged by the Airport Operator in writing.
- c) The Contractor must pay any amounts owing under the indemnity in this clause 3 immediately when demanded by the Airport Operator.
- d) The Contractor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand in relation to liability released under this clause 3.
- e) Notwithstanding any other provision of this document and to the extent permitted by law, the Contractor's liability under this document is reduced proportionately to the extent that any loss, damage, cost, charge, expense or other liability is caused or contributed by an act or omission of the Airport Operator.

4. INSURANCE

- a) The Contractor must take out and maintain an insurance policy with a reputable insurer (listing the Airport Operator as an interested party) for:
 - (i) comprehensive motor vehicle insurance including compulsory third party insurance in respect of all Vehicles;
 - (ii) Public Liability Insurance to a minimum sum of AU\$20,000,000; and
 - (iii) covering all of the Contractors activities on the Airside (including airside activities endorsement).
- b) The Contractor will provide the Airport Operator with a certificate of currency to the Airport Operator as evidence that the insurance is in full force and effect as required by the Airport Operator from time to time.
- c) If the Contractor fails to insure itself as required by this clause, the Airport Operator may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to the Airport Operator by the Contractor and may be sued for and recovered by the Airport Operator as a liquidated demand in any Court of competent jurisdiction.



5. GOVERNING LAW

This document is to be governed by the laws of the Commonwealth of Australia and the State of Tasmania, and the parties submit to the non-exclusive jurisdiction of the courts in those jurisdictions.

EXECUTED as a Deed Poll

If Contractor is a Company:

Signed, sealed and delivered by << insert legal name of Consultant >> ABN <<insert>> in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Date

If Contractor is a Sole Trader:

Signed, sealed and delivered by << insert >> in the presence of

Signature of sole trader

Full name of sole trader

Date

Signature of company secretary/director

Full name of company secretary/director

Date

Signature of Witness

Full name of Witness

Date