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Bankstown Airport Limited
PO Box 6450
WETHERILL PARK, NSW 1851

AIRSIDE VEHICLE INDEMNITY AND RELEASE

1. **THIS AGREEMENT** is made on theday of20.....
between the following parties:

The Bankstown/Camden Airport Operator, Bankstown/Camden Airport Limited [BAL/CAL] (established from Division 4.4 of the Airports (On-Airports Activities) Regulations) in the State of NSW, and

.....
("Indemnitor")

2. RECITALS:

- (a) The Airport Operator owns and operates Bankstown & Camden Airports.
- (b) The Airport Operator will permit the Indemnitor to enter upon and to use and operate Vehicles on the Airside of the Airport on the condition that the Indemnitor gives the indemnities and releases contained in this agreement.

THIS AGREEMENT WITNESSES that in consideration, among other things, of the mutual promises contained in this Agreement, the parties agree:

3. DEFINITIONS

In this Agreement:

- "Airport"**: means Bankstown or Camden Airports;
- "Airport Operator"**: means BANKSTOWN AIRPORT LIMITED, if the airport is operated by BAL, or airport operator company as defined under the Airports Act 1996.
- "Airside"**: means the Movement Area of an Airport, adjacent terrain and buildings or portions thereof being the areas marked as such on the plan attached to the Airside Vehicle Control Handbook.
- "Authority to Use Airside"**: means a permit for a Vehicle to enter the Airside issued in compliance with the Airside Vehicle Control Handbook.
- "Approved Issuing Authority"**: means a person or body authorised under paragraph 4.42A(1)(c) to issue ADAs or AUAs for the airport.
- "Indemnitor"**: means the Vehicle Operator or person applying for an Authority to Use Airside Permit;
- "Leased Area"** means an area Airside that has been leased to a Vehicle Operator for the purposes of carrying out an aviation-related business;
- "Vehicle"** means any motor vehicle, special purpose vehicle or other mobile equipment which is used on the Airside, or taken onto the Airside, by the Indemnitor.

4. 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.

5. INDEMNITY

- (a) In consideration of the Airport Operator permitting the Indemnitor to enter upon and to use and operate Vehicles on the Airside of the Airport the Indemnitor must indemnify and keep indemnified the Airport Operator and each servant, officer, agent and contractor of the Airport Operator from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against the Airport Operator or any one or more of its servants, officers, 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 the Airport Operator or any one or more of its servants, officers, 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 Indemnitor or by any servant, officer, agent or contractor of the Indemnitor (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 Indemnitor or any servant, officer, agent or contractor of the Indemnitor); and
 - (ii) Any other thing in any way relating to the use of or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and
 - (iii) The presence on the Airside of any Vehicle (whether or not being used or operated at the time) under the control of the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and
 - (iv) The presence on the Airside for any reasons whatever of any servant, officer, agent or contractor of the Indemnitor.
- (b) The indemnity in clause 5(a) is a continuing indemnity and remains in full force and effect until this Agreement has been finally discharged by the Airport Operator in writing.
- (c) The Indemnitor must pay any monies owing under this clause to the Airport Operator immediately upon demand by the Airport Operator.
- (d) The indemnity contained in clause 5(a) does not apply to the extent that any such loss, damage, cost, charge, expense or other liability was caused by the fraud or negligence of the Airport Operator or its servants, officers, agents or contractors.

6. RELEASE

- (a) The Indemnitor releases the Airport Operator and each servant, officer, agent and contractor of the Airport Operator from:
 - (i) All claims, actions, causes of action, proceedings and demands which the Indemnitor now has or, but for clause 5 would or might at any time in the future have, against the Airport Operator or any servant, officer, agent or contractor of the Airport Operator; and
 - (ii) All present or future liability of the Airport Operator or any servant, officer,

agent or contractor of the Airport Operator to the Indemnitor however caused in relation to or arising out of or in consequence of:

1. The use or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or
 2. The presence on the Airside of any Vehicle (whether or not being used or operated at the time) under the control of the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or
 3. The presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor; or
 4. Any combination of any of the things referred to in paragraphs 6(a) (ii) (1) to (3) inclusive. However, the release set out in this clause shall not operate to the extent such claims, demands or liabilities are caused by fraud or negligence on the part of the Airport Operator or any of its servants, officers, agents or contractors.
- (b) The release contained in clause 6(a) operates even if the Indemnitor 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 Airport Operator 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.
- (c) The Indemnitor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand referred to in clause 6(a).

7. INSURANCE

- (a) The Indemnitor must use its best endeavours to insure itself and keep insured in a sum of not less than Twenty Million Dollars (\$20,000,000) with an INSURANCE COMPANY approved by the Airport Operator against all liability to the Indemnitor arising from this Agreement.
- (b) The Indemnitor will at all times whenever so required by the Airport Operator produce such evidence acceptable to the Airport Operator that the insurance is in full force and effect.
- (c) If the Indemnitor 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 Indemnitor and may be sued for and recovered by the Airport Operator as a liquidated demand in any Court of competent jurisdiction.
- (d) The Indemnitor must ensure that all of its contractors entering upon, using and operating Vehicles on the Airside of the Airport effect and maintain the following policies of insurance:
- (i) Public liability insurance of not less than Twenty Million Dollars (\$20,000,000); and
 - (ii) Workers compensation insurance, in respect of their activities on the Airport. The Indemnitor must produce to the Airport Operator upon demand evidence that such insurance policies have been effected and maintained.

8. DEED TO COVER ALL VEHICLES

In consideration of the Airport Operator permitting the Indemnitor to allow vehicles driven by the Indemnitor’s servants, officers, agents, contractors, customers and visitors to enter upon and use the airside of the Airport the Indemnitor agrees that this Deed also applies to those Vehicles as if a reference in this Deed to the operation of a vehicle by the Indemnitor is taken to also refer to the operation of a vehicle by such other person.

9. BENEFIT

It is intended that each servant, officer, agent and contractor of the Airport Operator obtain benefits expressed in their favour under this Agreement and be entitled to enforce the same.

10. GOVERNING LAW

11. This Agreement is to be governed by the laws of the Commonwealth of Australia and the State of NSW.

12. The Indemnitor submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the State of NSW and any Courts which have jurisdiction to entertain appeals from the aforementioned Courts.

EXECUTED as a deed.

Signed for and on behalf of the Indemnitor

By
Indemnitor’s representative

In the presence of:
Witness for Indemnitor’s representative

Signed for and on behalf of:
BANKSTOWN/CAMDEN AIRPORT OPERATOR

By..... a duly appointed officer
BAL representative

In the presence of:
Witness for BAL representative