



Indemnity for Authority for Use Airside

DETAILS	
Date	
Parties	BAC and AUA Holder
BAC	<p>Name Brisbane Airport Corporation Pty Limited</p> <p>ABN 54 076 870 650</p> <p>Address 11 The Circuit, Brisbane Airport, Queensland 4008</p> <p>Telephone (07) 3406 3000</p> <p>Fax (07) 3406 3111</p> <p>Attention Airside Operations Coordinator</p>
AUA Holder	<p>Name</p> <p>ABN</p> <p>Address</p> <p>Telephone</p> <p>Facsimile</p> <p>Attention</p>

EXECUTED on behalf of BAC by an authorised representative in the presence of:
Authorised representative
Name of authorised representative (block Letters)
Office held (block letters)
Witness
Name of Witness (block letters)

EXECUTED on behalf of the AUA Holder by an authorised representative in the presence of:
Authorised representative
Name of authorised representative (block letters)
Office held (block letters)
Witness
Name of Witness (block letters)

Recitals

- A. The AUA Holder has applied for an AUA, pursuant to the Regulations, to use a Vehicle on the Airside at Brisbane Airport.
- B. It is a condition of BAC issuing the AUA that the AUA Holder indemnify BAC in relation to the presence of the vehicle on the Airside of Brisbane Airport.
- C. Subject to the terms and conditions of this Agreement, the AUA Holder undertakes to:
 - (a) indemnify BAC for certain liabilities; and
 - (b) maintain an insurance policy covering the AUA Holder for those liabilities.

General Terms

1 Indemnities

1.1 Indemnities

In consideration of BAC permitting the AUA Holder to operate Vehicles on the Airside at Brisbane Airport, the AUA Holder indemnifies BAC to the maximum extent permitted by law against any Liability incurred by BAC (or any employee, officer, agent or contractor of BAC) arising from, or as a consequence of:

- (a) the use or presence of the Vehicle on the Airside (whether by the AUA Holder or otherwise), or anything related to that use or presence;
- (b) the AUA Holder failing to comply with clause 3.1,

except to the extent that any such Liability was contributed to by the wilful or negligent act or omission of BAC, or any employee, officer or agent of BAC.

1.2 Payment of indemnified amounts

- (a) If BAC incurs a Liability for any amount for which BAC is entitled to be indemnified under this Agreement, the AUA Holder must pay that amount at the direction of BAC within 14 days of the date on which BAC provides to the AUA Holder evidence that BAC has incurred a Liability for the amount.
- (b) It is not necessary for BAC to incur costs, charges or expenses or make payment before enforcing any right of indemnity under this Agreement.

1.3 Continuance of indemnity

The AUA Holder acknowledges and agrees that each Indemnity:

- (a) is a continuing obligation, separate and independent from the other obligations of the parties and survives the termination of this Agreement;
- (b) continues in full force and effect in relation to any Act occurring or arising while the AUA Holder operates or otherwise has a Vehicle on the Airside (even if the AUA Holder no longer holds an AUA for any Vehicle at Brisbane Airport).

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2 Releases

2.1 Release from liability

The AUA Holder releases BAC from any Liability incurred by the AUA Holder arising from the operation or presence of any Vehicle on the Airside except to the extent that any such Liability was contributed to by the wilful or negligent act or omission of BAC, or any employee, officer or agent of BAC.

2.2 Plead in bar to proceedings

Subject to the exception set out in clause 2.1, BAC may plead this Agreement in bar to any claim brought by the AUA Holder, its successors or assigns, or any person claiming through or on behalf of the AUA Holder, its successors or assigns, arising from on in any way connected with the operation or presence of any Vehicle on the Airside.

3 Insurance

3.1 Insurance requirements

Without limiting the Indemnities, the AUA Holder agrees that while it operates or otherwise has a Vehicle on the Airside it will:

- (a) take out and maintain the insurances as required in the Airside Drivers Handbook as issued by BAC from time to time. Without limiting these requirements, the Insurance must:
 - (i) be taken out with a reputable Insurer;
 - (ii) note the interest of BAC;
 - (iii) covers risks and contains conditions which are acceptable to BAC, acting reasonably;
 - (iv) be for an amount no less than:
 - (A) AUD \$20 million for vehicles accessing perimeter roads, aircraft stands, aprons and manoeuvring areas when towing aircraft only; or
 - (B) AUD \$50 million for vehicles accessing runways, taxiways and aircraft manoeuvring areas to conduct airside construction works/repairs, and
 - (v) not contain any exclusionary clauses relating to any airport infrastructure, aircraft or matters relating to or in connection with the operation of vehicles on the Airside, and contains an 'airside endorsement';
- (b) not do or permit to be done anything which prejudices, and immediately rectify anything which might prejudice, cover under such Insurance policy;
- (c) provide BAC with certificates of insurance and receipts for payment connected with such Insurance policy, as soon as it is taken out or renewed;
- (d) notify BAC immediately if, for any reason, such Insurance policy is cancelled.

3.2 Types of insurance

The insurances required under clause 3.1 may:

- (a) form part of the AUA Holder's insurance for the use of Brisbane Airport as a whole (e.g. a global insurance policy); or
- (b) be satisfied by the AUA Holder's comprehensive motor vehicle insurance for use of the Vehicle on public roads in Queensland, provided that the respective policy includes an endorsement covering the use of Vehicles on the Airside.

4 General

- (a) **(Severability)** If the whole or any part of a provision of this Agreement is void, unenforceable or illegal it is severed. The remainder of this Agreement has full force and effect. This clause 4 has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

- (b) **(Waiver)** A provision of this Agreement, or a right created under it, may not be waived except in writing, signed by the party or parties to be bound.
- (c) **(Governing Law)** This Agreement is governed by the law in force in Queensland.
- (d) **(Jurisdiction)** Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland and Courts of Appeal from them.

5 Interpretation

5.1 Definitions

These meanings apply unless the contrary intention appears:

- (a) **Act** means any actual or alleged act, error, omission, neglect, conduct or breach of duty made, committed, omitted or attempted by the AUA Holder (either alone or jointly with other persons);
- (b) **Airside** means those areas of Brisbane Airport which are defined as the 'airside' under the Regulations;
- (c) **AUA** means an authority for use airside, which BAC issues pursuant to the Regulations;
- (d) **AUA Holder** means the person named in the Details as AUA Holder;
- (e) **BAC** means Brisbane Airport Corporation Pty Limited ABN 54 076 870 650;
- (f) **Brisbane Airport** means Brisbane Airport, Queensland, Australia;
- (g) **Indemnity** means an indemnity in clause 1.1;
- (h) **Insurer** means any reputable and financially sound insurer whose business includes the provision of the insurance contemplated in clause 3;
- (i) **Liability** includes all liabilities, losses, damages, monetary obligations, non-criminal penalties, charges, legal costs and expenses of any kind (whether actual, contingent or prospective) irrespective of when the Act, resulting in or giving rise to the Liability arose or occurred;
- (j) **Regulations** means the *Airports (Control of On-Airport Activities) Regulations 1997*;
- (k) **Vehicle** means a vehicle (as defined in the *Airports Act 1996*) which is:
 - (i) owned or operated; and
 - (ii) brought onto the Airside, by the AUA Holder, regardless of whether the AUA Holder holds a current AUA for that Vehicle.

5.2 General interpretation

In this agreement unless the contrary intention appears:

- (a) **(executors and administrators)** a reference to the AUA Holder includes a reference to the AUA Holder's executors and administrators;
- (b) **(variations or replacement)** a reference to this agreement includes any variation or replacement of it;
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation;
- (f) **(headings)** headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement;
- (g) **(counterparts)** this agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.