

Townsville Airport Pty Limited
ACN 081 257 490

and

.....
"the Indemnitor"

INDEMNITY AND RELEASE

TOWNSVILLE AIRPORT PTY LIMITED
MANAGEMENT CENTRE
P.O. BOX 7636
GARBUTT, QLD 4814.
P: (07) 4727 3211
F: (07) 4779 1843

THIS AGREEMENT is made on the day of20..... between the following parties:

Townsville Airport Pty Ltd, (A.C.N. 081 257 490) whose registered address at Halifax Street, Garbutt in the State of Queensland (hereinafter referred to as TAPL);

AND:

..... whose registered address is

.....

ACN number (hereinafter referred to as "the Indemnitor")

RECITALS:

- A. TAPL is an airport lessee company (within the meaning of the *Airports Act 1996*) of Townsville airport.
- B. TAPL 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 any releases contained in this Agreement.

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

1. DEFINITIONS

In this Agreement:

"Airport" means Townsville International Airport;

"Airside" means all areas inside the perimeter fences which mark the boundaries of the Airport including, but not limited to, the movement area (as defined in Regulation 2(1) of the Civil Aviation Regulations) of the Airport.

"TAPL" means Townsville Airport Pty Limited (ACN 081 257 490).

"Indemnitor" means the company applying for the Airside Vehicle Permit.

"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.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

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

3. INDEMNITY

- (1) In consideration of TAPL 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 TAPL and each servant, officer and agent of TAPL from and against all and any physical loss or damage or personal injury (including death) suffered, paid or incurred by TAPL or any of its servants, officers, agents which arises out of an act or omission of the Indemnitor, its servants, officers or agents in relation to the use or operation of any Vehicle on the Airside.
- (2) The indemnity in clause 3(1) is a continuing indemnity and remains in full force and effect until this Agreement has been finally discharged by the TAPL in writing.
- (3) The Indemnitor must pay any monies owing under this clause to the TAPL within twenty-eight (28) days of written notice upon demand by the TAPL.
- (4) The indemnity contained in clause 3(1) does not apply to the extent that any such loss, damage, cost charge, expense or other liability was caused by a contributory act or omission of TAPL or its servants, officers, agents, or contractors.

4. RELEASE

- (1) The Indemnitor releases TAPL and each servant, officer, agent, and contractor of TAPL from:
 - (a) all claims, actions, causes of action, proceedings, and demands which the Indemnitor or any Third Party might at any time in the future have, against TAPL or any servant officer, agent, or contractor of TAPL; and
 - (b) all future liability of TAPL or any servant officer, agent, or contractor of TAPL to the Indemnitor however caused in relation to or arising out of or in consequence of:
 - (i) the use or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent, or contractor of the Indemnitor; or
 - (ii) 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
 - (iii) any combination of the things referred to in clause (i) to (ii), however the release set out in this clause shall not operate to the extent such claims, demands or liabilities are caused by or contributed by any act or omission of TAPL or any of its servants, officers, agents, or contractors.
- (2) The release contained in clause 4(1) operates even if the Indemnitor at any future time is not aware or has knowledge of any fact or circumstance which may in the future be relevant to or apply in relation to any such claim, action, cause of action, proceeding or demand or liability.
- (3) 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 4(1).

5. INSURANCE

- (1) The Indemnitor must insure itself and keep insured in the sum of not less than Fifty Million Dollars (\$50,000,000) with a reputable insurance company against all liability of the Indemnitor arising under this Agreement subject to the policy terms and conditions being satisfactory to TAPL, including but not limited to no airside exclusions.
- (2) The Indemnitor will at all times whenever reasonably required by TAPL, produce such evidence in the form of a Certificate of insurance that the insurance is in full force and effect
- (3) If the Indemnitor fails to insure itself as required by this clause 5(1), TAPL will refuse the Indemnitor access to the Airport until the Indemnitor can provide appropriate insurance cover acceptable to TAPL.

6. BENEFIT

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

7. GOVERNING LAW

- (1) This Agreement is to be governed by the laws of the Commonwealth of Australia and the State of Queensland.
- (2) The Indemnitor submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the State of Queensland and any Courts which have jurisdiction to appeals from the aforementioned Courts.

IN WITNESS whereof the parties hereto have here unto set their hands the day and year first hereinbefore written.

SIGNED BY)
as authorised representative for)
.....)
.....)

in the presence of:

.....
Signature of Witness

.....
(Print Name of Witness in Full)

By executing this agreement, the
signatory warrants that the signatory
is duly authorised to execute this
agreement on behalf of

.....
.....

Date:/...../20....

SIGNED by.....)
as authorised representative for)
TOWNSVILLE AIRPORT)
PTY LIMITED)
in the presence of:)

.....
Signature of Witness

.....
(Print Name of Witness in Full)

By executing this agreement, the
signatory warrants that the signatory
is duly authorised to execute this
agreement on behalf of the
TOWNSVILLE AIRPORT PTY LIMITED

Date:/...../20....