

GROUND TRANSPORT OPERATIONS AT TOWNSVILLE AIRPORT - TERMS AND CONDITIONS

Last updated 28 June 2022.

The Driver must comply with the following Terms and Conditions. Failure to do so may result in immediate withdrawal of the RFID by TAPL.

DEFINITIONS:

Act means the *Airports Act 1996* (Cth) and any statute regulation; or the like having application to the rights and obligations of TAPL and the Driver;

Airport means Townsville Airport;

Airport Environmental Strategy means the strategy in force at any time during the period of these Terms and Conditions which has been developed and approved by the responsible minister under the Act and implemented by TAPL for the management of the Environment at the Airport;

Business means the Driver's business in connection with which the Driver enters the Airport and all conduct in relation to that business;

Business Day means a day other than a Saturday, Sunday or public holiday in Queensland, Australia;

CPI means the consumer price index as published by the Australian Bureau of Statistics each quarter during a calendar year.

Designated Areas means the designated (where applicable) taxi and ground transport operator pick up / drop off and holding areas at the Airport as notified to the Driver;

Driver means the vehicle owner or their delegate who holds a Driver Accreditation for a taxi or ground transport operator vehicle;

Driver Accreditation means the accreditation imposed on Drivers by the Queensland Government or other relevant authority;

Environment means and includes:

- a) ecosystems and their constituent parts, including people and communities; and
- b) all natural and physical resources including animal and plant life; and
- c) the qualities and characteristics of locations, places and areas, however large or small, that contribute to their biological diversity and integrity, intrinsic or attributed scientific value or interest, amenity, harmony and sense of community; and
- d) the social, economic, aesthetic and cultural conditions that affect or are affected by things mentioned in paragraphs (a) to (c);

Fees and Charges means the fees and charges detailed in clause 14 under heading 'Fees and Charges' below as amended from time to time in TAPL's absolute discretion;

GST means goods and services tax and other similar taxes imposed by law;

GST Increase Date means a date (if any) after 1 July 2000 when the rate at which GST is imposed increases;

Insolvency Event means the happening of any of these events:

- a) an application is made to a court (and not dismissed or withdrawn within 30 days) for an order or an order is made that a body corporate be wound up; or
- b) an application is made to a court (and not dismissed or withdrawn within 30 days) for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order; or
- c) except to reconstruct or amalgamate while solvent on terms approved by TAPL, a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by TAPL or is otherwise wound up or dissolved; or
- e) a body corporate is or states that it is unable to pay its debts when they fall due; or

- f) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or a receiver, manager or administrator is appointed to a body corporate; or
- g) a person becomes insolvent under administration as defined in the *Corporations Act, 2001* (Cth) or action is taken which could result in that event; or
- h) in respect of an individual, the individual is declared bankrupt under Part X of the *Bankruptcy Act 1996* (Cth);
- i) anything analogous or having a substantially similar effect to any of the events specified above;

Kerbside Concierge means an authorised representative for TAPL responsible for the management of the Kerbside and terminal frontage. ;

ParkCharge means the TAPL taxi and ground transport operator online payment platform;

RFID means the access control Radio Frequency Identifier Device provided to a Driver by TAPL for use in the Designated Areas;

Supply means taxable supplies and taxable importations as defined in or under any legislation imposing GST;

TAPL means Townsville Airport Pty Ltd ABN 31 081 257 490, Cnr Halifax Street and Stinson Avenue, Garbutt QLD 4814;

Tailgating is deemed to occur where:

- (a) there is an entry of a vehicle recorded into the Designated Area but no exit recorded by that vehicle; or
- (b) the Driver has entered the Designated Area(s) but an exit was not recorded for that Driver;

Terminal means the buildings used for the embarkation and disembarkation of passengers at the Airport;

Terms and Conditions means these terms and conditions as amended by TAPL from time to time;

Touting means acting in an unduly aggressive, loud or otherwise objectionable manner at the Airport in an attempt to intercept or attract prospective customers; and

Townsville Airport Management Centre means TAPL's office located at the Airport and contactable on 07 4727 3211.

Transport Act means the local, State or Federal statutory provisions and regulations applicable to the Airport and/or the exercise of the Driver's rights pursuant to these Terms and Conditions at the relevant time.

INTERPRETATION

In these Terms and Conditions unless the contrary intention appears:

- a) a reference to the licence or another instrument includes any variation or replacement of any of them;
- b) a reference to 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;
- c) the singular includes the plural and vice versa;
- d) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- e) unless specifically stated otherwise, a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- f) a reference to an accounting term is to be interpreted in accordance with accounting standards under generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time;
- g) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- h) any note appearing as a heading in this document is inserted for convenience and reference only.

BACKGROUND

1. The Driver is bound by the Terms and Conditions and will be responsible for any breaches of the Terms and Conditions;
2. Drivers are put on notice that:
 - a) The Airport is private property, and entry onto the Airport by the Driver is at TAPL's discretion;
 - b) If with the consent of TAPL the Driver enters onto the Airport such entry constitutes acceptance of these terms and conditions; and
 - c) Ground transport activities at the Airport are subject to statutory controls imposed under the Act and the *Airports (Control of on Airport Activities) Regulations 1997* (Cth).

DRIVER RFID

3. An RFID is issued to the nominated Driver and cannot be transferred. If the Driver has a change of name after the submission of this application, they must notify the Townsville Airport Management Centre within 30 days of their change of name and complete a Statutory Declaration.
4. The RFID must not be altered in any way and remains the property of TAPL at all times.
5. The RFID will only be issued to Drivers who provide proof of their Driver Accreditation with their application. RFIDs are unable to be issued in the absence of this accreditation.
6. Driver Accreditation renewals will need to be provided prior to expiry. Failure to provide proof of their renewal prior to the expiry date may result in a Driver's access being blocked.
7. In the event that a Driver's Accreditation ceases, the Driver must notify TAPL immediately and the RFID returned to Townsville Airport Management Centre as soon as possible.
8. Drivers holding an existing RFID must surrender the previous RFID on collection of a new one.
9. The RFID can only be used by the issued Driver in the course of their provision of taxi and/or ground transport operator services. The RFID does not constitute an authority to enter the Designated Areas for any other purpose.
10. RFIDs which are damaged, lost or stolen must be reported as soon as possible to the Townsville Airport Management Centre and the applicable fees as outlined in clause 14 must be paid.
11. TAPL reserves the right to suspend further issue of RFIDs to any Driver who has not returned RFIDs which have expired or are no longer required.
12. TAPL reserves the right to instruct a third party to recover any RFIDs which have not been returned and are therefore in contravention to these Terms and Conditions.
13. Should the Driver have no further requirement for the RFID, TAPL must be notified immediately and the RFID must be returned within 7 calendar days of that change.

FEES AND CHARGES

14. Fees & Charges
 - a) Drivers are required to pay a \$30.00 inc GST non-refundable fee for the issue of the RFID.
 - b) Where the Driver loses or damages the RFID the deposit will be forfeit and a new deposit payable where a replacement RFID is required.
 - c) Each calendar month, an administration fee of \$1.50 inc GST will be debited from the Driver's ParkCharge account.
 - d) A \$0.05 inc GST access fee (**Access Fee**) which shall be payable and debited from the ParkCharge account on each occasion a Licensed Vehicle enters the Ground Transport Area through the boom gate.

- e) The Driver acknowledges that the Access Fee may be included as part of the transaction associated with the Licence Fee or Maximum Fee (as applicable) and may not show as a separate transaction on the ParkCharge account.
- f) Drivers will be charged the fees in accordance with the table below for the Drivers' respective entry and exits to and from the Designated Areas (where applicable). TAPL reserves the right to adjust the fees charged in accordance with each Driver type.
- g) A Driver may incur the Maximum Fee on each occasion where the Driver engages in Tailgating.

Driver Type	Charge Location	Price per visit	Maximum Fee
Ground Transport Operator	Charged at Entry	\$8.00 ex GST	\$13.20 ex GST
Taxi	Charged at Exit – Pick up only	\$3.45 ex GST	\$13.20 ex GST

- h) Drivers are required to create an account within ParkCharge.
- i) Drivers must maintain a minimum ParkCharge balance of \$20.00 inc GST
- j) RFIDs will be automatically credited by \$125 inc GST for Taxi and Ground Transport Operators once the RFID reaches a minimum balance of \$20 inc GST to ensure a Driver has sufficient funds to enter and exit the Designated Areas.
- k) Where the ParkCharge balance falls below the minimum amount of \$20 inc GST or a failed automatic auto top occurs, an \$0.18c inc GST SMS alert fee will be incurred and debited from the online account to notify the Driver.
- l) All Fees and Charges (including the Maximum Fee) are subject to change at the discretion of TAPL management (capped at four (4) reviews per calendar year). TAPL may, in its sole discretion, increase any Fees and Charges for each review with regard to:
 - i. increased costs of living as reflected by changes in CPI;
 - ii. industry standards and benchmarking for similar services; or
 - iii. provision of the services and facilities provided by TAPL under and incidental to these Terms and Conditions.
- m) Any changes to Fees and Charges will be notified to the Driver via their registered email address.
- n) Drivers' fees as set out in the table above are debited from the RFID upon exit from the Designated Area whether or not a passenger is collected.

15. Payment

- a) Payment of the Fees and Charges may be made by credit card only using the cards shown on ParkCharge. By accepting these Terms and Conditions the Driver authorises TAPL to charge the nominated credit card for the amount of the relevant Fees and Charges.
- b) No data transmitted over the Internet is secure, and TAPL does not warrant the security of data. A Driver transmits data using the online payment platform entirely at their own risk.

NO WARRANTY

- 16. TAPL by its officers, servants or agents makes no representation, express or implied, to the Driver as to the volume of trade which might be anticipated by the Driver in the conduct of the Business.

GST

17. The amount payable for any Supply made under these Terms and Conditions will (unless the sum is specified as being GST inclusive) be increased by the GST imposed on or in respect of that Supply.
18. If the rate at which GST is imposed increases then the amount payable for that Supply on or after the GST Increase Date will be increased accordingly.

DRIVER'S USE OF DESIGNATED AREAS

19. The Driver's use of the Designated Areas is at the Driver's own risk and the Driver remains responsible for their vehicle and any property in or on it.
20. The Driver must not park their vehicle so as to obstruct or permit the obstruction of the free passage to, or the use of, the Designated Areas or the Airport. TAPL reserves the right to remove any obstructing vehicle. TAPL will not be liable for any damage to a Driver's vehicle, persons or property by such removal. The Driver will be liable for all costs incurred with such removal.
21. The Driver must comply with any directions or instructions given by TAPL or its representatives including the Kerbside Concierge, in relation to the Designated Areas.
22. The Driver must at all times conduct the Business in a proper and professional manner:
 - a) without any Touting;
 - b) to the satisfaction of TAPL acting reasonably; and
 - c) in accordance with its obligations under these Terms and Conditions.
 - d) In accordance with the customer experience expectations provided by TAPL.
23. The Driver must not:
 - a. conduct the Business for or on behalf of any other person;
 - b. do anything at the Airport that may constitute a nuisance, annoyance or danger to any person or to any part of the Airport.
 - c. use the access rights granted under these Terms and Conditions in connection with any commercial enterprise other than the Business;
 - d. enter any part of the Airport with a vehicle other than in connection with the operation of the Business, or where the vehicle is being used by the Driver as a means of private transportation to and/or from the Airport and will either be parked in one of the public car parks and/or is simply dropping-off;
 - e. litter the Designated Areas or any Airport land, or allow their vehicle to spill or leak oil in it; or
 - f. smoke anywhere on Airport land except for within designated smoking areas.
24. The Driver must at all times be neatly dressed in uniform and is prohibited from soliciting gratuities.

LICENCES AND APPROVALS

25. The Driver must:
 - a) possess a valid drivers' licence to enable the Driver to drive in Queensland;
 - b) register the vehicle being used in the Business; and
 - c) display (in the manner reasonably prescribed by TAPL from time to time) on his or her vehicle RFID issued by TAPL.
26. The Driver warrants that they have received and undertakes to maintain all necessary Governmental and regulatory approvals to operate the Business including valid Driver Accreditation.
27. The Driver must immediately inform TAPL if those approvals in clause 26 are amended or revoked.

COMPLIANCE WITH LEGISLATION AND OTHER APPROVALS

28. The Driver must in the exercise of the rights granted under these Terms and Conditions comply with:
 - a) the Act;

- b) all regulations, by-laws, orders and proclamations made or issued under the Act;
- c) all proper requirements of all statutory authorities and all statutes, ordinances, regulations and by-laws relating to the Airport and the conduct of the Business, including without limitation requirements:
 - i. under the Transport Act;
 - ii. under the *Competition and Consumer Act 2010* (Cth);
 - iii. relating to the storage of petrol, oil or other materials of an explosive or flammable nature at the Airport;
 - iv. to take all reasonable precautions against the outbreak of fire, and to observe and comply with all directions for the time being relating to the prevention, outbreak, spread and control of fire on the Airport; and
 - v. relating to fence integrity at the Airport, which is critical to prevent animal ingress onto operational areas within the Airport and the Driver must promptly report any fence damage of which it becomes aware of to the Airport Safety Officer: 0418 771 999. .
- d) all reasonable rules, directions and orders made from time to time in respect of the Business by TAPL and without limitation in respect of:
 - i. access to, and use of, facilities which TAPL designates for use by Drivers;
 - ii. the use of roads within the Airport;
 - iii. restrictions on the size, weight and type of vehicles accessing the Airport;
- e) all applicable industry codes of conduct and the like; and
- f) the Airport Environmental Strategy.

INSURANCE

- 29. The Driver must take out and keep current a public liability insurance policy covering personal injury and property damage claims arising out of the exercise of the rights under these Terms and Conditions:
 - a) noting TAPL as an insured;
 - b) for the sum of \$20,000,000.00 in respect of any one event; and
 - c) with a reputable Australian insurer.
- 30. The Driver must have full comprehensive vehicle insurance and third party insurance at all times.
- 31. The Driver must provide TAPL with a certificate of currency upon request.
- 32. The Driver must not do anything or omit to do anything whereby any insurance effected in accordance with these Terms and Conditions may become vitiated or non-effective.

TAPL'S RIGHTS

- 33. TAPL may alter these Terms and Conditions at any time in its absolute discretion. Any amendment to the terms and conditions will be notified to the Driver via their registered email address.
- 34. TAPL may suspend or terminate the Driver's RFID and refuse access to the Airport if:
 - a) any money due to TAPL by the Driver under these Terms and Conditions remains unpaid for a period of 10 Business Days after it falls due, whether formally demanded or not;
 - b) the Driver omits or fails to observe or perform any of its obligations under these Terms or Conditions, after TAPL has given the Driver a notice in writing, requiring the Driver to remedy the omission or failure or to observe or perform the term, condition or covenant within 14 days of the date of the notice;
 - c) an Insolvency Event occurs in respect of the Driver;
 - d) the Driver ceases to carry on the Business; or
 - e) TAPL exercises any other right of termination in accordance with these Terms and Conditions.
- 35. Any and every right power and/or remedy conferred on TAPL under these Terms and Conditions or implied by law may be exercised on behalf of TAPL by an employee of TAPL so authorised.

NO LIABILITY

36. Except to the extent required by law, TAPL will not be liable for:
 - a) the safe custody of any vehicle in the Designated Area; or
 - b) the delivery of the Driver's vehicle to any person, whether that person has authority to take it or not; or
 - c) any theft loss or damage whatsoever to any vehicle or its accessories or contents; or
 - d) any damage to a Driver's property, injury or death whilst the Driver, their vehicle or their property is in the Designated Areas or whilst the Driver is entering or leaving the Designated Areas or the Airport.
37. The Driver releases and indemnifies TAPL from any claim against TAPL or expense incurred by TAPL arising from their use of the Designated Areas or from TAPL removing their vehicle from it.
38. These Terms and Conditions will exclude TAPL from any liability to a Driver to the extent permitted by law. TAPL's liability for breach of any term or guarantee imposed by law (including the Australian Consumer Law) that cannot be excluded, restricted or modified is limited to the extent permitted by law to: if the breach relates to services, the supplying of the services again, or the payment of the cost of having the services supplied again; and if the breach relates to goods, the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.
39. The indemnity in these Terms and Conditions is a continuing obligation, separate and independent from the other obligations of the Driver and survives termination of these Terms and Conditions as they apply to the Driver. It is not necessary for TAPL to incur expense or make payment before enforcing a right of indemnity conferred by the Terms and Conditions.
40. The Driver waives any rights it may have and agrees not to make a claim of any kind against TAPL, in relation to damage or loss of any kind which may be sustained by the Driver in relation to the Business as a consequence of any act or omission of any third party including acts or omissions of government bodies or agencies.

PRIVACY

41. TAPL collects a Driver's personal information when a Driver completes an application for an RFID under these Terms and Conditions. TAPL will handle the Driver's personal information for purposes associated with their use of an RFID and access to the Designated Areas and as set out in these Terms and Conditions. Without this information, TAPL cannot process a Driver's application.
42. TAPL may also collect other personal information when the Driver uses the Designated Areas (including a Driver's image, licence plate number, location and movements and other information, through CCTV surveillance, number plate recognition and access control technology) which is used at the Airport including the Designated Areas for security, ground transport and traffic management, and car parking related purposes.
43. TAPL may also collect information related to an RFID for the purposes of monitoring any misuse of the RFID and disclose a Driver's personal information and any information relating to a Driver's use of the Designated Areas for the purposes of identifying, and recovering any costs associated with, any misuse of the RFID or breach of these terms and conditions.
44. TAPL may disclose a Driver's personal information to the relevant taxi or ground transport operator for the purpose of these Terms and Conditions and the operation of the Designated Areas.
45. TAPL is required to comply with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles (APPs) and handles personal information in accordance with TAPL's Privacy Policy. A copy can be located at <https://pdf.qldairports.com.au/privacy-policy>
46. By accepting these Terms and Conditions, the Driver consents to the use of their personal information as outlined above and as contained in TAPL's Privacy Policy.
47. If any part of these Terms and Conditions is illegal or unenforceable, that part is to be disregarded, and its removal will not affect the rest of the Terms and Conditions.

CONFIDENTIALITY

48. Neither party may disclose to any person information given by the other party in connection with these Terms and Conditions except:
- a) with the consent of the other party;
 - b) if required by law; or
 - c) in legal proceedings in connection with these Terms and Conditions.