

APPLICATION FOR AUTHORITY TO USE AIRSIDE (AUA)

All sections of this form must be fully completed and appropriate documents attached before this application will be processed.

Please complete this application form and return it, either by email to aac@archerfieldairport.com.au or in person at Archerfield Airport Corporation office, Top Floor Terminal Building, Grenier Drive Archerfield Airport Qld 4108 Australia.

Note: A license fee of \$33.00 (incl. GST) and an Access Gate Card fee of \$55.00 (incl. GST) apply. The AUA is valid for the financial year or part thereof and will be renewed at AAC's discretion.

APPLICANT DETAILS			
NAME			
EMPLOYER / BUSINESS NAME			
SITE NUMBER		HANGAR LOCATION	
SITE / POSTAL ADDRESS			
PHONE			
EMAIL			

VEHICLE DETAILS			
* NEW OR SWAP			
COMPANY OR PRIVATE			
VEHICLE TYPE	MAKE		MODEL
	YEAR		GVM (kg)
REGISTRATION NO. <i>(if not registered, give details of industry specifications with which the vehicle complies)</i>			REGISTRATION EXPIRY DATE
COMPANY LOGO DISPLAYED	YES		NO

TYPE OF OPERATION						
TYPE OF AUA <i>(tick appropriate - see Airside Vehicle Control Handbook for details)</i>	GREEN		BLUE		RED	
JUSTIFICATION <i>(type of work & areas of operation)</i>						

VEHICLE CALL SIGN	<i>(If operating within the manoeuvring area)</i>
COMMUNICATION EQUIPMENT <i>(If fitted – required for Red AUAs)</i>	

THIRD PARTY INSURANCE (PROPERTY)	
<i>(Copy of Insurance Certificate of Currency or Certificate Insurance showing at least \$10 million cover must be attached, confirming that the policy does not exclude airside or on-airport activities, confirming that the Airport Lessee is named as an Additional Insured; and the policy includes a Cross Liability or similar clause)</i>	
INSURER	
AMOUNT	

APPLICATION ACKNOWLEDGEMENT AND CERTIFICATION			
<p>I acknowledge that in making this application, I undertake that the vehicle will be maintained, insured and operated in conformity with the conditions promulgated by Archerfield Airport Corporation (AAC) in the Airside Vehicle Control Handbook. I further confirm that I have read, understood and accepted the Airport Conditions of Use and Airside Vehicle Indemnity and Release. I acknowledge also that AAC may cancel or suspend the Authority without refund at any time.</p>			
SIGNATURE		DATE	

ATTACHED DOCUMENTS	Copy of Third-Party Insurance Certificate of Currency showing amount of cover	
	Signed Airside Vehicle Indemnity & Release form	

OFFICIAL USE ONLY				
DATE SUBMITTED		SUPPORTING DOCUMENTS ATTACHED		GREEN / BLUE / RED
REVIEWED AND APPROVED BY		DATE APPROVED		
AUA PERMIT NO.		PERMIT ISSUED BY		
DATE OF ISSUE				
EXPIRY DATE				

**To swap a vehicle, provide insurance cover for the swapped vehicle. Reduced application fee applies.*

Note: New Applications will be reviewed by the Operations Committee weekly. Please allow up to 10 business days for this application to be processed.

AIRSIDE VEHICLE

INDEMNITY AND RELEASE

Archerfield Airport Corporation

the Airport Lessee)

herein called "Archerfield Airport Corporation"

and

herein called "the Indemnitor"

(ACN No _____)

(If applicable)

1. **THIS AGREEMENT is made on the _____ (day) of _____ (date)**

between the following parties:

Archerfield Airport Corporation of Archerfield Airport in the State of Queensland
(The Airport Lessee), and

_____ of
(“Indemnitor”)

(Company)

2. RECITALS

- (a) The Airport Lessee operates Archerfield Airport.
- (b) The Airport Lessee 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:

“**AAC**” means Archerfield Airport Corporation

“**Airport**” means Archerfield Airport.

“**Airside**” means the Movement Area of an Airport, adjacent terrain and buildings or portions thereof being the areas marked as such on the plan at the back of the Airside Vehicle Control Handbook.

“**Authority to Use Airside, (AUA)**” means an authority issued to a Vehicle to access the Airside of Archerfield Airport, issued by AAC or by an Approved Issuing Authority.

“**Authority to Drive Airside, (ADA)**” means an authority issued to a person to drive on the Airside of Archerfield Airport, issued by AAC or by an Approved Issuing Authority.

“**Indemnitor**” means The Operator applying for an Airside Vehicle Permit.

“**Leased Area**” means an area Airside that has been leased to The Operator for the purposes of carrying out an aviation-related business.

“**The Operator**” means a Person, Firm, Body Corporate or Government Department.

“**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, underlining, and uppercase 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 Lessee 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 Lessee and each servant, officer, agent and contractor of the Airport lessee 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 Lessee 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 Lessee 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 reason 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 lessee in writing.

- (c) The Indemnitor must pay any monies owing under this clause to the Airport Lessee immediately upon demand by the Airport Lessee.
- (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 Lessee or its servants, officers, agents or contractors.

6. RELEASE

(a) The Indemnitor releases the Airport Lessee and each servant, officer, agent and contractor of the Airport Lessee 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 Lessee or any servant, officer, agent or contractor of the Airport Lessee; and

- (ii) all present or future liability of the Airport Lessee or any servant,

officer, agent or contractor of the Airport Lessee 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)(a) to (c) 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 Lessee or any of its servants, officers, agents or contractors.

(iii) 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 fact 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.

(iv) 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 insure itself and keep insured in a sum of not less than Ten Million Dollars (\$10,000,000) with an INSURANCE COMPANY with a Claims Paying rating of not less than A- by Standard & Poor's (or similar rating agency) against all liability to the Indemnitor arising from this Agreement.
- (b) In accordance with Clause 5 Indemnity and Clause 6 Release the Airport Lessee are named as an Additional Insured on the Indemnitors insurance policy and the policy is subject to a Cross Liability Clause or similar insurance industry clause.
- (c) The Indemnitor will at all times whenever so required by the Airport Lessee produce such evidence acceptable to the Airport Lessee that the insurance is in full force and effect.
- (d) If the Indemnitor fails to insure itself as required by this clause, the Airport Lessee may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to the Airport Lessee by the Indemnitor and may be sued for and recovered by the Airport Lessee as a liquidated demand in any Court of competent jurisdiction.

8. BENEFIT

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

9. GOVERNING LAW

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

EXECUTED as a Deed.

Signed for and on behalf of **ARCHERFIELD AIRPORT CORPORATION PTY LTD** (ACN 081 619 123)

by _____
(AAC representative)

in presence of: _____
(Witness of AAC representative)

Signed for and on behalf of the **Indemnitor**

by _____
(Indemnitor's representative)

in presence of: _____
(Witness of Indemnitor's representative)