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AIRSIDE VEHICLE INDEMNITY AND RELEASE

DATED:

BETWEEN:

DARWIN INTERNATIONAL AIRPORT PTY LTD (ACN 081 258 157) the registered office of which is situate at 1 Fenton Court, Darwin International Airport, Marrara in the Northern Territory of Australia, 0812 ("DIA")

AND:

at (ACN) the registered office of which is situate ("User")

RECITALS:

A. DIA operates the Airport.

B. The User wishes to enter upon the Airside of the Airport to use and operate Vehicles on the Airside of the Airport, and DIA grants the User the right to do so on the terms and conditions set out in this Agreement.

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

1. DEFINITIONS

In this Agreement:

"Agreement" means this agreement and any amendment or annexure to it;

"Airport" means Darwin International Airport;

"Airside" means the movement area of the Airport, adjacent terrain and buildings or portions thereof being the areas marked as such on the plan at Attachment G of the Airside Vehicle Control Handbook;

"Airside Vehicle Control Handbook" means the handbook issued by DIA for the use of Airside at the Airport in accordance with section 172(2) of the *Airports Act 1996*, as amended or updated from time to time;

"Authority to Use Airside" means a permit to be affixed to a Vehicle approved to access the Airside, issued by DIA or by an approved issuing authority;

"DIA" means Darwin International Airport Pty Ltd (ACN 081 258 157);

"Leased Area" means an area Airside that has been leased to the User for the purposes of carrying out an aviation-related business;

"User" means the registered proprietor of the Vehicle, the Vehicle operator or the person applying for an Authority to Use Airside, and includes but is not limited to the second party named in this Agreement;

"Vehicle" means any motor vehicle as defined by the *Motor Vehicles Act (NT)*, special purpose vehicle or mobile equipment, which is used on the Airside, or taken onto the Airside, by the User.

2. 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.

3. INDEMNITY

- (a) In consideration of DIA permitting the User to enter upon, and to use and operate Vehicles on the Airside of the Airport, the User must indemnify and keep indemnified DIA and each servant, officer, member, agent and contractor of DIA from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against DIA or any one or more of its servants, officers, member, 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 DIA or any one or more of its servants, officers, members, 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 User or by any servant, officer, member, agent or contractor of the User or any third party (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 User or any servant, officer, member, agent or contractor of the User); and
 - (ii) any other thing in any way relating to the use of or operation of any Vehicle on the Airside of the Airport by the User or any servant, officer, member, agent or contractor of the User.
- (b) The indemnity in clause 3(a) is a continuing indemnity and remains in full force and effect until this Agreement has been formally terminated by DIA in writing.
- (c) The User must pay any monies owing under this clause to DIA within 30 days upon demand by DIA.
- (d) The indemnity contained in clause 3(a) does not apply to the extent that any such loss, damage, or cost, is caused by the negligence of DIA or its servants, officers, members agents or contractors, or any other party other than the User.

4. RELEASE

- (a) The User releases DIA and each servant, officer, agent, member and contractor of DIA from:
 - (i) all claims, actions, causes of action, proceedings and demands which the User now has or, might at any time in the future have, against DIA or any servant, officer, member, agent or contractor of DIA; and
 - (ii) all present or future liability of DIA or any servant, officer, member, agent or contractor of DIA to the User however caused in relation to or arising out of or in consequence of:

- A. the use or operation of any Vehicle on the Airside of the Airport by the User or any servant, officer, agent or contractor of the User; or
 - B. the presence on the Airside of the Airport of any Vehicle (whether or not being used or operated at the time) under the control of the User or any servant, officer, member, agent or contractor of the User; or
 - C. the presence on the Airside for any reason whatsoever of any servant, officer, member, agent or contractor of the User; or
 - D. any combination of any of the things referred to in paragraphs 4(a)(ii)(A) to (C) inclusive.
- (iii) The release contained in clause 4(a) operates even if the User 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 User 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(a).
- (b) The release set out in clause 4(a) shall not operate to the extent such claims, actions, causes of action, proceedings, demands, loss, damage or cost are caused by negligence on the part of DIA or any of its servants, officers members, agents or contractors, or any other party other than the User.

5. INSURANCE

- (a) The User must take out and maintain public liability insurance to the value of not less than Twenty Million Dollars (\$20,000,000) with a reputable insurance company.
- (b) The User will at all times whenever so required by DIA produce a certificate of currency confirming that the insurance is in full force and effect.
- (c) If the User fails to take out and maintain insurance as required by this clause, DIA may itself take out and maintain such the insurance and the premium paid in respect of such insurance will be a liquidated debt due to DIA by the User and must be paid on demand.

6. BENEFIT

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

7. GOVERNING LAW

- (a) This Agreement is to be governed by the laws of the Commonwealth of Australia and the Northern Territory.
- (b) The User submits to the non-exclusive jurisdiction of the Courts of the

Commonwealth of Australia and the Northern Territory and any Courts, which have jurisdiction to entertain appeals from those Courts.

EXECUTED as a Deed

Signed by Ian Richard Kew on behalf of
**DARWIN INTERNATIONAL AIRPORT
PTY LTD (ABN 87 081 258 157)** in the
presence of:

Signature

Signature of Witness

Name of Witness in full

Executed by
(ACN **)** in accordance with the
Corporations Act 2001:

Director Signature

Director/Secretary Signature