

Canberra Airport Pty Ltd Terms and Conditions

Definitions

Act means the *Airports Act 1996* (Cth) (as amended from time to time), and any and all regulations, by-laws, determinations, directions and declarations made under or pursuant to that act.

Airport means the Canberra Airport and includes the Pick Up Area, Driver Waiting Area and:

- (a) the Land;
- (b) any other land which CAPL manages and operates as:
 - (i) an airport, including any terminal buildings;
 - (ii) a parking area;
 - (iii) a business park; or
 - (iv) a commercial or recreational undertaking associated with an airport or parking area; and
- (c) the improvements on the Land and the other Land including, without limitation, all plant and equipment, fixtures, fittings, furniture and furnishings, and where the context so requires includes any part of the Airport. **Airport Site** means the landside areas of the Airport.

App means the mobile applications and associated software (as updated, amended or replaced from time to time) offered by the Licensee (or its affiliates) which enable Users to request Transportation Services from Drivers.

Driver means any:

- (a) person or transportation company with whom the Licensee has entered into an
 - a. agreement or arrangement to provide Transportation Services; and
- (b) person who is a member, employee, contractor, affiliate of, or is otherwise engaged or retained by, a transportation company noted in subclause (a) above.

Driver Waiting Area means the waiting area shown on the plan attached to this agreement at Appendix 1.

Loss means any loss, damage (whether direct or indirect), liability, cost or expense including legal expenses on a full indemnity basis.

Motor Vehicle means any form of self-drive transport with two or more axles including but not limited to station wagons, sedans, utility vehicles, motorcycles and four wheel drive vehicles.

Parking Charge means the relevant parking rate for the Canberra Airport terminal parking as notified by CAPL from time to time.

Pick Up Area means the parking area shown on the plan attached to this agreement at Appendix 1.

Pick-Up Trip means each unique trip whereby one or more Users is/are successfully picked-up from the Airport (along with any accompanying passengers) by a Driver using a Motor Vehicle.

Priority Fee means \$20,000 per annum exclusive of GST increasing by 4.5% on each anniversary of the Commencement Date.

Security Act means the *Aviation Transport Security Act 2004* (Cth).

Security Rules means those requirements established from time to time by CAPL as being essential to the security and safety of the Airport including, without limitation, in relation to:

- (a) staff security clearances; and
- (b) security screening (personnel and goods); and
- (c) aviation security identification cards; and
- (d) the payment of fees as set by CAPL from time to time to cover the costs of (a) and (c).

Term means the period commencing on the Commencement Date and ending on the Expiry Date.

Touting means acting in any manner to solicit customers and hirers, whether inside or outside any terminal building.

Transportation Services means the provision of transportation services using a Motor Vehicle where a User is, or has requested to be:

- (a) dropped-off;
- (b) picked-up; or
- (c) otherwise transported to or from,

the Airport.

User means anyone who receives Transportation Services from the Licensee or a Driver, including a person who has downloaded a copy of the App and registered as a user as required by the App.

1. Driver Conduct

(a) In accordance with this agreement, Drivers must:

- (i) at all times conduct the Business and the Transportation Services in a safe manner;
- (ii) ensure that the Motor Vehicles used in relation to the Business are in a serviced, roadworthy and undamaged condition;
- (iii) exercise skill, care and diligence in the operation of the Business and performance of the Transportation Services;
- (iv) at all times act in good faith and keep GoCatch CAPL fully and regularly informed as to all matters affecting the safe operation of the Business;
- (v) comply on time with all laws and the requirements of authorities in connection with the Airport and the operation of the Business;
- (vi) not do anything or omit to do anything which does or may place CAPL in breach of the Act, the Security Act or the lease for the Airport between CAPL and the Commonwealth of Australia;
- (vii) comply with all rules, procedures and directions made and notified by GoCatch from time to time, as issued by CAPL in respect of the driving and parking of Motor Vehicles and the use of roads and car parks at the Airport (including any ground transport rules developed by CAPL from time to time); and

(b) Drivers must not:

- (i) pick-up or wait for any User in any area other than the Pick Up Area, without the prior approval of CAPL;
- (ii) pick-up, drop-off or transport any person for a fee of any type other than a User who has made a prior and existing booking for Transportation Services;
- (iii) engage in Touting; or
- (iv) do anything or omit to do anything:
 - a. at the Airport which may constitute a nuisance, annoyance or danger to any person or to any portion of the Airport, or which interferes with the use and enjoyment of the common areas of the Airport by members of the public and other tenants and licensees of CAPL;
 - b. that contravenes the ground transport rules (as developed by CAPL from time to time);
 - c. to contaminate or pollute the Airport; or
 - d. to damage or destroy anything on the Airport.

2. Approvals and Licenses

(a) Drivers warrant that:

- (i) they have received and undertake to maintain all necessary governmental and regulatory approvals to conduct the Business as contemplated under this agreement;

- (ii) they holds a valid driver's licence issued by the relevant roads and transport authority and any other licenses or approvals necessary to perform the Transportation Services; and
- (iii) each Motor Vehicle used by Drivers in relation to the Business are registered with the relevant roads and transport authority.

3. Directions and security

- (a) Without limitation, Each Driver must comply with all of CAPL's Security Rules, security policies and other security requirements as amended from time to time (including the Transport Security Program for the Airport), including those policies that relate to compliance with, or which implement the requirements of, the Security Act.
- (b) If requested by CAPL, the Licensee and any Driver must regularly practice procedures specified by CAPL to be followed in the event of fire, emergency evacuation, protests, demonstrations and other disruptions and use all reasonable endeavours to ensure that all persons under the Licensee's control who are at or in the Airport also do so.

Licensee and Drivers accept risk

- (a) Each Driver accepts that they enter the Airport and performs the Transportation Services at its own risk.

Appendix 1 - Pick Up Area and Driver Waiting Area

