# DEED FOR AIRSIDE EQUIPMENT INDEMNITY AND RELEASE

**Given To:**

**PARAFIELD AIRPORT LIMITED ACN 075 176 608**

18, Tigermouth Lane Parafield Airport

South Australia ("**PAL**")

# & ADELAIDE AIRPORT MANAGEMENT LIMITED ACN 077 201 131

**Given By:** *(Name)*

*(ABN)*

*(Address*)

*[Insert Airside Equipment Operator Details]*

# ("Airside Equipment Operator")

The Airside Equipment Operator acknowledges that PAL will permit it to enter upon and to use and operate Airside Equipment on the Airside of the Airport on the condition that it provides the indemnities and releases contained in this Deed.

It is agreed as follows:

1. In consideration of PAL permitting the Airside Equipment Operator to enter upon and to use and operate Airside Equipment on the Airside of the Airport, the Airside Equipment Operator indemnifies and keeps indemnified PAL against all loss, damage, cost, charge, expense or other liability (including legal costs) arising directly or indirectly out of or in connection with:
   1. any action, claim or demand against PAL 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 Airside Equipment on the Airside by the Airside Equipment Operator or from the supervision of any Airside Equipment on the Airside or from any act or omission by the Airside Equipment Operator (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 Airside Equipment Operator) ; and
   2. any other thing in any way relating to the use of or operation of any Airside Equipment on the Airside by the Airside Equipment Operator; and
   3. the presence on the Airside of any Airside Equipment (whether or not being used or operated at the time) under the control of the Airside Equipment Operator or the presence on the Airside of the Airside Equipment Operator.
2. The indemnity in clause 1 remains in full force and effect until this indemnity has been finally discharged by PAL in writing.
3. The Airside Equipment Operator must pay any monies owing under clause 1 to PAL immediately upon demand by PAL provided that PAL supplies such information and details as are reasonably necessary in order to substantiate that the monies are properly payable.
4. The indemnity in clause 1 does not apply to the extent that any such loss, damage, cost, charge, expense or other liability was caused by the negligence of PAL.
5. The Airside Equipment Operator releases PAL from:
   1. all claims, actions, proceedings and demands which the Airside Equipment Operator now has or, but for clause 1 would or might at any time in the future have against PAL except to the extent that any such claims, actions, causes of action, proceedings and demands were or may be caused by the negligence of PAL; and
   2. all present or future liability of PAL to the Airside Equipment Operator however caused in relation to or arising out of or in consequence of:
      1. the use or operation of any Airside Equipment on the Airside by the Airside Equipment Operator; or
      2. the presence on the Airside of any Airside Equipment (whether or not being used or operated at the time) under the control of the Airside Equipment Operator; or
      3. the presence on the Airside for any reason of the Airside Equipment Operator; or
      4. any combination of any of the things referred to in clauses 5.2.1 to 5.2.3 inclusive.

6.

* 1. The release contained in clause 5 operates even if the Airside Equipment Operator is not aware of, presently or at any time in the future, any circumstances relevant to any claim, action, cause of action, proceeding, demand or liability.
  2. The Airside Equipment Operator must not make or commence or threaten to make or commence any claim, action, proceeding or demand referred to in clause 5, except to the extent that any such claims, actions, proceedings and demands were or may be caused by the negligence of PAL or any of its servants or officers.

7.

* 1. The Airside Equipment Operator must insure itself and keep insured in a sum of not less than Twenty Million Dollars ($20,000,000.00) with an insurance company approved by PAL against all liability of the Airside Equipment Operator, to PAL, arising from this indemnity. The insurance effected by the Airside Equipment Operator must include PAL as a party to the policy and an insured under the policy and must have approved "cross liability" provisions in a form and manner acceptable to PAL.
  2. The Airside Equipment Operator will at all times whenever so required by PAL produce such evidence acceptable to PAL that any insurance is in full force and effect.
  3. If the Airside Equipment Operator fails to insure itself as required by this clause, PAL may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to PAL by the Airside Equipment Operator and may be sued for and recovered by PAL as a liquidated demand in any Court of competent jurisdiction.

8. It is agreed that for the purposes of this indemnity the following definitions apply:

"**Airport**" means Adelaide Airport;

"**Airside**" means the Movement Area of the Airport adjacent terrain and buildings or sections thereof being the areas marked as such on the Airside Handbook;

"**Airside Equipment**" means any motor vehicle, special purpose vehicle, other motorised mobile equipment or any other equipment, materials or items whatsoever which are used Airside, or taken Airside, by the Airside Equipment Operator;

"**Airside Handbook**" means any handbook, manual or instructional document made available by PAL from time to time, including, but not limited to the handbook and all appendices issued under Division 4.4 of the Airports (Control of On Airport Activities) Regulations;

"**Approved Issuing Authority**" means an organisation authorised by PAL (as the Airport Operator) to issue Authorities to Operate Airside;

"**Authority to Use Airside**" means a permit to be affixed to any Airside Equipment approved to operate Airside, issued by PAL or by an Approved Issuing Authority;

"**PAL**" means Parafield Airport Limited ACN 075 175 608 and Adelaide Airport Management

Limited ACN 077 201 131, both individually and collectively, and includes any one or more of its directors, servants, officers, agents and contractors ;

"**Airside Equipment Operator**" means the person, firm or corporation (including government departments and business entities) named and described as such in this Deed and specifically includes any one or more of its directors servants officers employees agents and contractors;

"**Movement Area**" means any part of the Airport that is used for the surface movement of aircraft, including manoeuvring areas and aprons;

**EXECUTED as a DEED: Dated day of Year SIGNED** for and on behalf of

by its Authorised Representative who by

his/her execution warrants his/her

authority to execute this instrument

in the presence of: Authorised Representative

Witness Print Name

Full Name Position