



- 5.2.2 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
- 5.2.3 the presence on the Airside for any reason of the Airside Equipment Operator; or
- 5.2.4 any combination of any of the things referred to in clauses 5.2.1 to 5.2.3 inclusive.

6.

- 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.
- 6.2 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 AAL or any of its servants or officers.

7.

- 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 AAL against all legal liability of the Airside Equipment Operator to AAL, arising from this indemnity. The insurance effected by the Airside Equipment Operator must include AAL 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 AAL.
- 7.2 The Airside Equipment Operator will at all times whenever so required by AAL produce such evidence acceptable to AAL that any insurance is in full force and effect.
- 7.3 If the Airside Equipment Operator fails to insure itself as required by this clause, AAL may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to AAL by the Airside Equipment Operator and may be sued for and recovered by AAL 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 AAL from time to time, including but not limited to the handbook and all appendices issues under Division 4.4 of the Airports (Control of On Airport Activities) Regulations;  
**"Approved Issuing Authority"** means an organisation authorised by AAL (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 AAL or by an Approved Issuing Authority;  
**"AAL"** means Adelaide Airport Limited ACN 075 175 653 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) names 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