

THIS AGREEMENT is made on the _____ day of _____ 20_____
between the following parties:

1. Sunshine Coast Airport Pty Ltd ACN 617 255 964 as trustee for the Sunshine Coast Airport Trust,
and
2. _____ of _____
(Indemnitor)

RECITALS

- A. SCA is the registered lessee of and operates the Airport.
- B. SCA 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:

1. DEFINITIONS

In this Agreement:

"Airport" means the Sunshine Coast Airport;

"Airside" means all areas inside the perimeter fences which mark the boundaries of the Airport including, but not limited to, the movement area (as defined in Regulation 2(1) of the Civil Aviation Regulations) of the Airport;

"Airside Vehicle Permit" means a permit to be affixed to a Vehicle approved to access the Airside, issued by SCA or by another authority approved at law to issue the permit;

"SCA" means Sunshine Coast Airport Pty Ltd ACN 617 255 964 as trustee for the Sunshine Coast Airport Trust;

"Indemnitor" means the company or person applying for an Airside Vehicle Permit; and

"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.

2. **INTERPRETATION**

2.1 In this Agreement, unless the context otherwise requires:

- (a) Headings and under linings 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. **CONSIDERATION**

Each party acknowledges that it has received valuable consideration for entering into this document.

4. **INDEMNITY**

- 4.1 In consideration of SCA 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 SCA and each servant, officer and agent of SCA from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against SCA or any one or more of its servants, officers and agents in relation to or arising out of or in consequence of:
- 4.2 any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against SCA or any one or more of its servants and officers in respect of any loss of or damage to property, loss of life or personal injury from the use or operation of any Vehicle on the Airside by the Indemnitor or by any servant or officer 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 or officer of the Indemnitor) and;
- 4.3 any damage to, or loss or destruction of:
 - (a) any real or personal property of SCA; or
 - (b) any other improvements, fixtures, fittings, chattels and/or other property situated on the Airport;
- 4.4 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 or agent of the Indemnitor; and
- 4.5 any breach (whether negligent or otherwise) of this agreement;
 - (a) The indemnity in Clause 3(a) is a continuing indemnity and remains in full force and effect until released by SCA in writing. The Indemnitor must pay any monies owing under this Clause to SCA immediately upon demand by SCA.
 - (b) The indemnity contained in Clause 3(a) shall be reduced to the extent that any such loss, damage, cost charge, expense or other liability was caused by the fault or negligence or wilful misconduct of SCA or its servants, officers or agents.

5. RELEASE

5.1 The Indemnitor releases SCA and each servant, officer and agent of SCA from:

- (a) all claims, actions, causes of action, proceedings and demands which the Indemnitor now has or, but for this Clause 4 would or might at any time in the future have, against SCA or any servant, officer or agent of SCA; and
- (b) all present or future liability of SCA or any servant, officer or agent of SCA to the Indemnitor however caused in relation to or arising out of or in consequence of:
- (c) the use or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer or agent of the Indemnitor; or
- (d) 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 or agent of the Indemnitor; or
- (e) any combination of any of the things referred to in this clause,

5.2 However, the release set out in this Clause 4(a) shall be reduced to the extent such claims, demands or liabilities are caused by fault or negligence or wilful misconduct on the part of SCA or any of its servants, officers or agents.

5.3 The release contained in Clause 4(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 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.

5.4 The Indemnitor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand in respect of which the release set out in this Agreement applies.

6. INSURANCE

6.1 The Indemnitor must insure itself and keep insured in a sum of not less than Twenty Million Dollars (\$20,000,000) against all liability to the Indemnitor arising from this Agreement.

6.2 The Indemnitor will note the following interested parties on the above insurance policies:

- (a) Sunshine Coast Airport Pty Ltd ACN 617 255 964 as trustee
- (b) Sunshine Coast Gateway Pty Ltd ACN 617 050 567 as trustee

6.3 The Indemnitor will at least once annually or at the time of renewal, produce such evidence acceptable to SCA that the insurance is in full force and effect.

7. BENEFIT

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

8. **GOVERNING LAW**

- 8.1 This agreement is to be governed by the laws of the Commonwealth of Australia and the State of Queensland.
- 8.2 The Indemnitor submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the State of Queensland and any Courts which have jurisdiction to appeals from the aforementioned Courts.

9. **TRUSTEE CAPACITY**

- 9.1 This clause applies to any party that enters into this agreement in its capacity as a trustee.
- 9.2 A trustee is a party to this agreement only in its capacity as trustee of the relevant trust.
- 9.3 A liability arising under or in connection with this agreement is limited to and can be enforced against the trustee only to the extent to which it can be satisfied out of the property of the trust out of which the trustee is actually indemnified for the liability.
- 9.4 No party will be entitled to:
- (a) make a claim against the trustee in respect of any loss under this agreement in any capacity other than as trustee of the trust;
 - (b) seek the appointment of a receiver, receiver and manager, a liquidator, an administrator or similar person to any property of the trustee, or prove in any liquidation, administration or arrangement of or affecting the trustee (except in relation to the property of the trust); or
 - (c) enforce or seek to enforce any judgment in respect of a loss under this agreement against the trustee in any capacity other than as trustee of the trust.
- 9.5 The limitation of liability in this clause will not apply to any obligation or liability of the trustee to the extent that it is not satisfied because under the agreement governing the trust or by operation of law there is a reduction in the extent of the indemnification of the trustee out of the assets of the trust as a result of fraud, negligence or breach of trust of the trustee, or the trustee waiving or agreeing to amend the rights of indemnification it would otherwise have out of the assets of the trust.
- 9.6 Subject to the other provisions in this clause, the limitation of liability in this Clause applies despite any other clause in this agreement and extends to all liabilities and obligations of the trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement or the trust.

Signing

EXECUTED by **SUNSHINE COAST
AIRPORT PTY LTD** ACN 617 255 964 **atf
SUNSHINE COAST AIRPORT TRUST** by
its duly authorised officer, in the presence
of:

Witness

Signature of officer

Name

Name

Date: _____

(For a company)

EXECUTED by _____ Pty Ltd
ACN _____ by its duly authorised
officer, in the presence of:

Signature of officer

Signature of witness

Name

Name

Date: _____

(For an individual)

EXECUTED by

Signature of Indemnitor

Signature of witness

Name

Name

Date: _____