

# Moorabbin Airport Authority to Use vehicle Airside (AUA) Application

Applicant Details		
First Name:	Surname:	
Street Address:		
Suburb:	State:	Postcode:
E-mail:	Mobile:	
Employer / School (If Applicable):		
Vehicle Details		
Make:	Model:	
Registration Number:	Year:	
Third Party Insurance		
Insurer:	Amount of Cover: \$	
Explain the need for frequent and Unescorted Access:		
<b>I have personally read the Airside Vehicle Control Handbook and agree to fulfil the requirements on Vehicle Operators set out in the Handbook. The Vehicle Operator undertakes to ensure that the Vehicle is operated in accordance with the Handbook. The Vehicle Operator acknowledges that the MAC may cancel or suspend this Permit at any time.</b>		
Signature:	Date:	

OFFICE USE ONLY		
Card Number:		
ASIC & Card Expiry Date:		
Copy of ASIC Attached:	Yes	No
Indemnity And Release Attached:	Yes	No

**AIRSIDE VEHICLE**

**INDEMNITY AND RELEASE**

MAC

"the Corporation"

- and -

..... (ACN No. ....)

"the Indemnitor"

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

MAC (a Corporation established by Section 5(1) of the MAC Act 1986) of Moorabbin Airport in the State of Victoria and

..... of  
..... ("Indemnitor")

2. RECITALS:

- (a) The MAC owns and operates Moorabbin Airport.
- (b) The MAC 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:

3. DEFINITIONS

In this Agreement:

"Airport" means Moorabbin Airport.

"Airside" means the Movement Area of an 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.

"Authority to Use Airside" means a permit to be affixed to a Vehicle approved to access the Airside, issued by the MAC.

"MAC" means Moorabbin Airport Corporation.

"Indemnitor" means the Vehicle Operator or person applying for an Authority to Use Airside.

"Leased Area" means an area Airside that has been leased to a Vehicle Operator for the purposes of carrying out an aviation-related business.

"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.

#### 4. 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.

#### 5. INDEMNITY

- (a) In consideration of the MAC 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 the MAC and each servant, officer, agent and contractor of the MAC from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against the MAC or any one or more of its servants, officers, 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 the MAC or any one or more of its servants, officers, 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 Indemnitor or by any servant, officer, agent or contractor 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, officer, agent or contractor of the Indemnitor); and
  - (ii) any other thing in any way relating to the use of or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; and
  - (iii) 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, agent or contractor of the Indemnitor; and
  - (iv) the presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor.
- (b) The indemnity in clause 5(a) is a continuing indemnity and remains in full force and effect until this Agreement has been finally discharged by the MAC in writing.
- (c) The Indemnitor must pay any monies owing under this clause to the MAC immediately upon demand by the MAC.
- (d) The indemnity contained in clause 5(a) does not apply to the extent that any such loss, damage, cost, charge, expense or other liability was caused by the fraud or negligence of the MAC or its servants, officers, agents or contractors.

#### 6. RELEASE

- (a) The Indemnitor releases the MAC and each servant, officer, agent and contractor of the MAC from:
  - (i) all claims, actions, causes of action, proceedings and demands which the Indemnitor now has or, but for clause 5 would or might at any time in the future have, against the MAC or any servant, officer, agent or contractor of the MAC; and
  - (ii) all present or future liability of the MAC or any servant, officer, agent or contractor of the MAC to the Indemnitor however caused in relation to or arising out of or in consequence of:
    - (A) the use or operation of any Vehicle on the Airside by the Indemnitor or any servant, officer, agent or contractor of the Indemnitor; or
    - (B) 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, agent or contractor of the Indemnitor; or
    - (C) the presence on the Airside for any reason whatever of any servant, officer, agent or contractor of the Indemnitor; or
    - (D) any combination of any of the things referred to in paragraphs 6(a)(i)(A) to (C) inclusive. However, the release set out in this clause shall not operate to the extent such claims, demands or liabilities are caused by fraud or negligence on the part of the MAC or any of its servants, officers, agents or contractors.
  - (iii) The release contained in clause 6(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 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 Indemnitor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand referred to in clause 6(a).

## 7. INSURANCE

- (a) The Indemnitor must insure itself and keep insured in a sum of not less than Ten Million Dollars (\$10,000,000) with an INSURANCE COMPANY approved by the MAC against all liability to the Indemnitor arising from this Agreement.
- (b) The Indemnitor will at all times whenever so required by the MAC produce such evidence acceptable to the MAC that the insurance is in full force and effect.
- (c) If the Indemnitor fails to insure itself as required by this clause, the MAC may itself effect the insurance and the premium paid in respect of such insurance will be a debt due to the MAC by the Indemnitor and may be sued for and recovered by the MAC as a liquidated demand in any Court of competent jurisdiction.

8. BENEFIT

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

9. GOVERNING LAW

- (a) This Agreement is to be governed by the laws of the Commonwealth of Australia and the State of Victoria.
- (b) The Indemnitor submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the State of Victoria and any Courts which have jurisdiction to entertain appeals from the aforementioned Courts.

EXECUTED as a deed.

Signed for and on behalf of the )  
 MAC )  
 )  
 by ..... )  
 )  
 in the presence of: ..... )

The Common Seal of ..... )  
 )  
 was hereto affixed by the authority of the Directors )  
 )  
 in the presence of ..... Director )  
 )  
 ..... Director/Secretary )

Signed for and on behalf of ..... )  
 )  
 by ..... a duly appointed officer )  
 )  
 in the presence of:..... )