

CAIRNS AIRPORT
Cairns Airport Pty Ltd ACN 132 228 221 (CAPL)
Terms and Conditions for Fleet Drivers on Airport Land

Definitions

1. In these Terms and Conditions:

- (a) **Airport Land** means “Cairns airport land”, as that expression is used in section 8(1) of the *Airport Assets (Restructuring and Disposal) Act 2008*;
- (b) **Airport Notice** has the meaning given to that term in section 62 of the *Airport Assets (Restructuring and Disposal) Act 2008*;
- (c) **Cairns Taxis** means Cairns Taxis Limited ACN 009 754 705;
- (d) **Drop Off Area**, including **T1 Drop Off Area** and **T2 Drop Off Area**, means the Taxi Areas designated for the drop off of Taxi Passengers, as shown in the plans attached to the Schedule of these Terms and Conditions, and as modified by CAPL in its discretion;
- (e) **Fleet Drivers** means a person a person who is authorised to drive a Fleet Vehicle and who has completed online registration to be a Fleet Driver on CAPL’s website.
- (f) **Fleet Vehicles** means all vehicles operated as a Cairns Taxi within the service area to which Cairns Taxis’ Booking Entity Authorisation relates and which are utilised as part of the taxi service administered by Cairns Taxis;
- (g) **Ground Access Charge** means \$2.30 (excluding GST), and which is subject to change as set out in the Ground Access Agreement between CAPL and Cairns Taxis, being the amount payable on each occasion a Fleet Vehicle either picks up a Taxi Passenger from Airport Land or drops off a Taxi Passenger on Airport Land
- (h) **Holding Bay** means any area identified by CAPL from time to time as being an area at which Fleet Vehicles can be allowed to stand temporarily, but only in accordance with these Terms and Conditions and on the conditions specified by CAPL at the Holding Bay, under an Airport Notice or in accordance with another direction. Your entitlement to use the Holding Bay is non-exclusive, and CAPL may grant other parties the right to use the Holding Bay in common with the right granted under these Terms and Conditions;
- (i) **Non-Fare Scanning Point** means the machine available at the T2 Pick Up Taxi Rank at which you and other Fleet Drivers can scan their Reader Tag in the event of a Non-Fare Entry in order to obtain a refund of the Ground Access Charge, strictly in the circumstances contemplated by these Terms and Conditions, and no other circumstances whatsoever.
- (j) **Reader Tag** means an electronic, magnetic or other reading device provided to you to enable the Ground Access Charge to be collected;
- (k) **T1** means the international terminal situated upon Airport Land;
- (l) **T2** means the domestic terminal situated upon Airport Land;
- (m) **Taxi Areas** means those parts of Airport Land (and areas in close proximity to those parts of Airport Land) on which the Holding Bay, Taxi Amenities Building, Drop Off Area or Taxi Rank is located;
- (n) **Taxi Passenger** means persons or things carried by Fleet Vehicles to or from Airport Land;

- (o) **Taxi Rank**, including **T1 Pick Up Taxi Rank** and **T2 Pick Up Taxi Rank** means the Taxi Areas designated for the pick up of Taxi Passengers, as shown in the plans attached to the Schedule of these Terms and Conditions, and as modified by CAPL in its discretion;
- (p) **Terms and Conditions** means this document;
- (q) **You** are the operator of the Fleet Vehicle who intends to operate on Airport Land as a Fleet Driver, and the person who has checked the relevant field in their online registration to be a Fleet Driver on CAPL's website.

Terms and Conditions binding

- 2. You agree that these Terms and Conditions are binding on you and form a valid and binding agreement between you and CAPL.
- 3. The term of the agreement between you and CAPL commences on the day that you indicate your acceptance of these Terms and Conditions, and ends on the day the Reader Tag is cancelled.

Permitted Purpose

- 4. You may enter upon Airport Land to provide a taxi service, which includes picking up and dropping off Taxi Passengers at Taxi Ranks and Drop Off Areas (as the case may be) and for no other purposes whatsoever ("**Permitted Purpose**").
- 5. You may carry out the Permitted Purpose for as long as you have a valid and functioning Reader Tag that has not been suspended or cancelled by CAPL under these Terms and Conditions.

Your Conduct

- 6. You must not:
 - (a) subject to Clause 7, collect Taxi Passengers from any part of Airport Land other than a Taxi Rank;
 - (b) drop off Taxi Passengers from any part of Airport Land other than a Drop Off Area;
 - (c) litter or otherwise leave the Taxi Areas in an untidy condition;
 - (d) litter, vandalise or otherwise cause damage to the Taxi Amenities Building or any item or property contained in it;
 - (e) smoke at a Taxi Area;
 - (f) permit your vehicle to stand or be parked unattended on Airport Land other than to assist Taxi Passengers into Fleet Vehicles and other than in a designated parking area signposted by CAPL and on payment of the applicable fee.
- 7. You are not in breach of these Terms and Conditions if you drop off or collect a passenger, by prior arrangement:
 - (a) to a location on Airport Land where a Taxi Passenger is not intending to enter a terminal building at the Domestic or International Terminals (for example, the Taxi Passenger's destination is the Airport Administration Centre, General Aviation, or the address of a third party located on Airport Land); and
 - (b) a purpose of the drop off in the other location is not to evade payment of the Ground Access Charge.
- 8. You must turn off the ignition of your Fleet Vehicle when the Fleet Vehicle is standing at a Taxi Rank or Drop Off Area, unless you are sitting in the driver's seat of the Fleet Vehicle.

9. Where all vehicle standing or parking areas at a Taxi Rank are occupied by Fleet Vehicles or other vehicles, you must park or stand your vehicle at the Holding Bay pending the availability of a parking or standing space at a Taxi Rank.
10. If all vehicle standing or parking areas at a Drop Off Area are occupied by Fleet Vehicles or other vehicles, you must wait to enter the Drop Off Area after another Fleet Vehicle or other vehicle has left the Drop Off Area, provided it is safe to do so. At no point can you double park at a Drop Off Area.
11. You agree:
 - (a) not to do (or fail to do) anything which causes annoyance, disturbance or offence to anyone on or around Airport Land, including at the Taxi Areas, or which could become dangerous or a nuisance to CAPL or any other person;
 - (b) not to leave anything upon Airport Land, including the Taxi Areas; and
 - (c) not remove, interfere with, obstruct or otherwise do (or fail to do) anything that could disturb the full functionality of the Reader Tag, Scanning Points, Non-Fare Scanning Point or any other CAPL facility.
 - (d) to take all reasonable steps to ensure that Fleet Vehicles are:
 - i) kept and maintained in good and working order and condition and are clean and presentable; and
 - ii) fitted with fully functional Reader Tags or any other item CAPL requires to be utilised for the purposes of the collection of the Ground Access Fee;
 - (e) not to wilfully avoid paying the Ground Access Charge;
 - (f) to take all reasonable steps to ensure exemplary customer service standards are provided to Taxi Passengers.
12. You agree to ensure that you will take reasonable steps to ensure the safety of any persons at the Taxi Areas, and to not do anything that, in the reasonable opinion of CAPL, puts any persons on Airport Land at risk of harm.
13. You agree that in the event there is an issue with your operations on Airport Land, that your first point of contact will be the appropriate person at Cairns Taxis. Except in the event of emergencies, you are not to contact anyone at CAPL in relation to an operational issue.
14. You acknowledge that your use of the Taxi Areas is non-exclusive and that you are required to use the Taxi Areas in common with other permitted users.
15. You acknowledge that the Taxi Areas (including the area of any Taxi Rank or Drop Off Area) may be subject to audio-visual monitoring at all times, including closed circuit television facilities.
16. You consent to the collection of audio-visual data, including closed circuit television, and may not raise any objection to such monitoring of the Taxi Areas.
17. You acknowledge and agree that CAPL is entitled to use such footage for any purpose CAPL considers appropriate, including but not limited to monitoring your compliance with these Terms and Conditions. CAPL is entitled to take action under these Terms and Conditions using the results of such monitoring as evidence and may pass on the results of such monitoring to relevant authorities if it is lawful to do so.

Reader Tags

18. Reader Tags are available to be collected from Cairns Taxis. They may only be collected after you have registered on CAPL's online portal as a Fleet Driver and have agreed to comply with these Terms and Conditions.

19. A Reader Tag, pre-loaded with cash and connected to a credit card, is what allows you to access the Taxi Ranks and Drop Off Areas. If you do not have a Reader Tag that is pre-loaded with cash and connected to a credit card, you will not be able to enter Airport Land with a Fleet Vehicle.

20. You acknowledge that:

(a) The Ground Access Charge is the sum charged each time a Fleet Vehicle enters the Taxi Area. You are responsible for collecting the Ground Access Charge by ensuring your Reader Tag is loaded with cash, connected to a credit card and scanned in accordance with these Terms and Conditions.

(b) The Reader Tag will be connected to a digital platform created by CAPL that allows Fleet Drivers to load money to their Reader Tag, and to link a credit card to their Reader Tag or other facility that is accepted by CAPL that is programmed to automatically load money to the Reader Tag once the Reader Tag falls below the Defined Floor Limit. Cairns Taxis will notify you about how to access and effectively use that digital platform.

"Defined Floor Limit" means the minimum amount that must at all times be loaded your Reader Tag as agreed by both CAPL and Cairns Taxis from time to time, and which at the Commencement Date shall be \$20.00.

(c) As an emergency option if the method outlined in subclause (b) fails because of some technology or other fault, money can be loaded to Reader Tags manually upon the Fleet Driver presenting at Car Park Service Kiosk for that purpose, on the following basis:

i) money can be loaded in pre-set amounts of \$20, \$50 or \$100;

ii) the operator of the Car Park Service Kiosk will charge you an administration cost of \$4.50 per load, regardless of quantum.

This option is only available in the event of a fault in the system outlined in subclause (c), or otherwise at CAPL's discretion.

(d) The Reader Tag will be scanned:

i) at the T1 Drop Off Area, at the boom gate that the Fleet Vehicle is required to pass to enter the T1 Drop Off Area;

ii) at the T1 Pick Up Taxi Rank, at the boom gate that the Fleet Vehicle is required to pass to enter the T1 Pick Up Taxi Rank;

iii) at the T2 Drop Off Area, at the boom gate that the Fleet Vehicle is required to pass to enter the T2 Drop Off Area;

iv) at the T2 Pick Up Taxi Rank, at the boom gate that the Fleet Vehicle is required to pass to exit the T2 Taxi Rank;

(each being a **"Scanning Point"**).

21. When the Reader Tag is scanned at a Scanning Point, CAPL will automatically deduct the Ground Access Charge from the credit card connected to the Reader Tag.

22. If the Reader Tag is scanned at the Scanning Point but the Reader Tag does not contain sufficient funds or the credit card linked to the Reader Tag does not contain sufficient credit, the boom gate will not open and the Fleet Vehicle will not be permitted to pass the boom gate.

23. You acknowledge that if at any time the Scanning Point, Reader Tags or any other CAPL facility or software is out of order or malfunctioning, then on being provided evidence by Cairns Taxis of the chargeable trips for the

period in which CAPL's facility was out of service, CAPL may recover Ground Access Charges by automatically remitting payments from the Reader Tag or the credit cards linked to the Reader Tags.

24. You are responsible for:
 - (a) ensuring that you load money to your Reader Tag;
 - (b) ensuring that you link a credit card to your Reader Tag;
 - (c) fitting your Reader Tag to your Fleet Vehicle dashboard so that the Reader Tag can be scanned at the Scanning Points.
25. In the event that a Reader Tag fails to scan on more than three occasions in a one year period because of insufficient funds or credit, CAPL will revoke your Reader Tag. You will not be able to operate a Taxi on Airport Land without a Reader Tag.

Non-Fare Entry – T2 Pick Up Taxi Rank

26. A **Non-Fare Entry** means any scenario where you enter the T2 Pick Up Taxi Rank and pay the Ground Access Charge but exit that area without a Taxi Passenger. An example might be if you enter the T2 Pick Up Taxi Rank with the intention of picking up a Taxi Passenger, but you are called to another job before picking up a Taxi Passenger.
27. If you make a Non-Fare Entry, then you are entitled to be refunded the Ground Access Charge that you paid on entry, subject to the following Terms and Conditions.
28. If you are required to exit the Taxi Area without a Taxi Passenger, then to access the refund you must scan your Reader Tag on the Non-Fare Scanning Point.
29. The software at the Non-Fare Scanning Point will automatically refund the Ground Access Charge paid for that entry.
30. You are wholly responsible for ensuring that you scan your Reader Tag on the Non-Fare Scanning Point in an appropriate way. If you either do not scan your Reader Tag, or you scan your Reader Tag ineffectively, then CAPL is not otherwise liable for any reason to pay any refund to you for the Ground Access Charge collected.
31. If you are identified as having scanned your Reader Tag at the Non-Fare Scanning Point in circumstances where you were not carrying out a Non-Fare Entry, CAPL may, without further reference to you, revoke your Reader Tag and prevent you from entering Airport Land with a Fleet Vehicle.

Compliance

32. You must comply with any lawful Airport Notice displayed or published by CAPL and/or an Airport Lessor from time to time.
33. To the extent there is any inconsistency between these Terms and Conditions and the contents of an Airport Notice, the Airport Notice will prevail.
34. You must comply with any direction issued by CAPL's Authorised Officers
35. You must comply with any Airport Security Measures (ASMs).
36. You acknowledge that CAPL may issue infringement notices (on the spot fines) under its Airport Notices or relevant legislation, including but not limited to the following circumstances:
 - (a) Where your Fleet Vehicle is found parking contrary to Airport Notices;
 - (b) Where you fail to comply with an Authorised Officer's direction.

Indemnity

37. You acknowledge that your entry and activities on Airport Land are conducted wholly at your own risk.
38. You release and discharge CAPL from any and all claims which CAPL incurs or is liable for in connection with loss or damage to any person or property, which is a result of your entry and activities on Airport Land.
39. You are responsible for maintaining all insurances required to carry out the Licenced Purpose, including but not limited to comprehensive third-party liability insurance.

Breach and Termination

40. In the event of any breach of the above conditions, CAPL may, in its absolute discretion:
 - (a) Suspend your ability to access the Taxi Area temporarily;
 - (b) Cancel your Reader Tag without further reference to you.
41. Notwithstanding the preceding condition, CAPL may, on the provision of one (1) week's notice in writing to Cairns Taxis, cancel your Reader Tag without cause Your Reader Tag will also be automatically cancelled on the earlier of the following days:
 - (a) the day that the Ground Access Licence Agreement between CAPL and Cairns Taxis comes to an end;
 - (b) the day that your employment or engagement as a Fleet Driver with Cairns Taxis ends.
42. In the event your access is suspended or cancelled, you will have no claim whatsoever against Cairns Airport because of any loss arising as a result of the suspension or cancellation.

