

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

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) **Drivers** means a person who is authorised to drive a Vehicle and who has completed online registration and accepted these Terms and Conditions to be a Driver on CAPL’s website.
- (d) **Licensee** means the person or entity for whom you are driving Vehicles, or for whom you hold yourself out as a representative driver;
- (e) **Vehicles** means the vehicle that you operate on Airport Land to provide a transport service;
- (f) **Ground Access Charge** means those amounts in Schedule 3 of these Terms and Conditions, and which is subject to change as set out in the Ground Access Agreement between CAPL and the Licensee, being the amount payable on each occasion a Vehicle either picks up a Ground Transport Passenger from Airport Land or drops off a Ground Transport Passenger on Airport Land
- (g) **Ground Transport Areas** means those parts of Airport Land (and areas in close proximity to those parts of Airport Land) at which the Driver can drop off or pick up Ground Transport Passengers, being:
 - (i) T1 Transport Arrivals;
 - (ii) T1 Transport Departures Front;
 - (iii) T1 Transport Departures;
 - (iv) T2 Transport Arrivals;
 - (v) T2 Transport Arrivals Front;
 - (vi) T2 Transport Arrivals East;
 - (vii) T2 Transport Departures Front;
 - (viii) T2 Transport Departures;as shown by the plan attached as Schedule 1 to these Terms and Conditions.
- (h) **Ground Transport Operators Holding Area** means any area identified by CAPL from time to time as being an area at which 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 Ground Transport Operators Holding Area, under an Airport Notice or in accordance with another direction. Your entitlement to use the Ground Transport Operators Holding Area is non-exclusive, and CAPL may grant other parties the right to use the Ground Transport Operators Holding Area in common with the right granted under these Terms and Conditions;
- (i) **Ground Transport Passenger** means persons or things carried by Vehicles to or from Airport Land;

- (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) **Terms and Conditions** means this document;
- (n) **Vehicle** means the vehicles that the Licensee is permitted to utilise on Airport Land.
- (o) **You** are the operator of the Vehicle who intends to operate on Airport Land as a Driver, and the person who has checked the relevant field in their online registration to be a 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 transport service, which includes picking up and dropping off Ground Transport Passengers at Ground Transport Areas (as the case may be), in accordance with Schedule 2 of these Terms and Conditions, 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, pick up or drop off Ground Transport Passengers from any part of Airport Land other than a Ground Transport Area (and only in accordance with the requirements in Schedule 2 of these Terms and Conditions);
 - (b) litter or otherwise leave the Ground Transport Areas in an untidy condition;
 - (c) litter, vandalise or otherwise cause damage to the Ground Transport Operators Amenities Building or any item or property contained in it;
 - (d) smoke at a Ground Transport Area;
 - (e) permit your vehicle to stand or be parked unattended on Airport Land other than to assist Ground Transport Passengers into 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 Ground Transport Passenger is not intending to enter a terminal building at the Domestic or International Terminals (for example, the Ground Transport 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 Vehicle when the Vehicle is standing at a Ground Transport Area, unless you are sitting in the driver's seat of the Vehicle.
9. Where all vehicle standing or parking areas at a Ground Transport Area are occupied by vehicles, you must park or stand your vehicle at the Ground Transport Operators Holding Area pending the availability of a parking or standing space at a Ground Transport Area. At no point can you double park at a Ground Transport Area or block a roadway.

All Ground Transport Drop Off Areas are Stop – Drop – Go Areas and the T2 Ground Transport Arrivals East Area is a Stop – Pick Up – Go Area; that is to say, Vehicles may only stand or park for as long as it takes to drop off or pick up Ground Transport Passengers who are immediately available to enter or exit the Vehicle, and Vehicles may not stand to wait for Ground Transport Passengers to disembark flights or exit terminal buildings or for any other reason.

10. 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 Ground Transport 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 Ground Transport 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 or any other CAPL facility.
 - (d) to take all reasonable steps to ensure that 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 Charge;
 - (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 Ground Transport Passengers.
11. You agree to ensure that you will take reasonable steps to ensure the safety of any persons at the Ground Transport Areas, and to not do anything that, in the reasonable opinion of CAPL, puts any persons on Airport Land at risk of harm.
12. 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 the Licensee. Except in the event of emergencies, you are not to contact anyone at CAPL in relation to an operational issue.
13. You acknowledge that your use of the Ground Transport Areas is non-exclusive and that you are required to use the Ground Transport Areas in common with other permitted users.
14. You acknowledge that the Ground Transport Areas may be subject to audio-visual monitoring at all times, including closed circuit television facilities.
15. You consent to the collection of audio-visual data, including closed circuit television, and may not raise any objection to such monitoring of the Ground Transport Areas.
16. 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.

17. Where You are operating a rideshare service, You agree to notify CAPL before driving for a rideshare service provider other than the rideshare service provider for which you initially completed Driver Registration.
18. **Reconstruction, Renovation and Relocation of Ground Transport Areas**
 - (a) CAPL may reconstruct, renovate or relocate the Ground Transport Areas (or any part of them) on a temporary or permanent basis in CAPL's absolute discretion.
 - (b) If CAPL reconstructs, renovates or relocates all or part of a Ground Transport Area, these Terms and Conditions shall be modified to accommodate the new Ground Transport Area and shall be amended to the extent that amendments are required having regard to the reconstruction, renovation or relocation.
 - (c) Notwithstanding subclause (a) and (b) of this clause, CAPL must continue to make available an area for Ground Transport Passenger drop off and pick up during any period of construction or renovation. The parties acknowledge and agree that any such temporary drop off or pick up area may be provided on a non-exclusive basis.
 - (d) Subject to subclause (c), you may not raise any claim or objection in respect of any act, matter or thing contemplated by this clause.
 - (e) You acknowledge and agree that the Ground Transport Operators Amenities Building may be temporarily or permanently closed by CAPL at any time during the Term, without a replacement facility being nominated, without cause.

Reader Tags

19. Reader Tags will be available to be collected from the Car Park Service Kiosk. They may only be collected after you have registered on CAPL's online portal as a Driver and have agreed to comply with these Terms and Conditions, once you have been endorsed by the Licensee Ride Share company and approved by CAPL.
20. A Reader Tag, pre-loaded with cash and connected to a credit card, is what allows you to access the Ground Transport Areas. If you do not have a Reader Tag that is pre-loaded with funds and connected to a credit card, you will not be able to enter Airport Land with a Vehicle.
21. You will pay a refundable security deposit of \$80.00 (or such amount as notified by CAPL) for each Reader Tag issued. The security deposit shall be returned only upon the return of the Reader Tag in good working order and condition and without markings, punctures or other damage.
22. You acknowledge that:
 - (a) The Ground Access Charge is the sum charged each time a Vehicle enters a Ground Transport Area and passes a Scanning Point (as defined in Clause 22(d) of these Terms and Conditions). 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 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. The Licensee 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 The Licensee 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 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. CAPL acknowledges and agrees that it will not pass on this cost if the emergency option is required because of a failure associated with CAPL's technology systems.

This option is only available in the event of a fault in the system outlined in subclause (c), or otherwise at CAPL's discretion, and only during the opening hours of the Car Park Service Kiosk. At the Commencement Date, the opening hours of the Car Park Service Kiosk is 4am – 10pm daily, and you acknowledge and agree that these hours are subject to change.

- (d) The Reader Tag will be scanned:
 - i) at T1 Transport Arrivals, at the boom gate that the Vehicle is required to pass to enter T1 Transport Arrivals;
 - ii) at T2 Transport Arrivals, at the boom gate that the Vehicle is required to pass to enter and exit T2 Transport Arrivals;
 - iii) at T2 Transport Arrivals Front, at the boom gate that the Vehicle is required to pass to enter T2 Transport Arrivals Front;
 - iv) at T2 Transport Arrivals East, at the boom gate that the Vehicle is required to pass to enter T2 Transport Arrivals East;
 - v) at T2 Transport Departures Front, at the boom gate that the Vehicle is required to pass to enter and exit T2 Transport Departures Front;
 - vi) at T2 Transport Departures, at the boom gate that the Vehicle is required to pass to enter T2 Transport Departures;

(each being a “**Scanning Point**”).

- 23. 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.
- 24. 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 Vehicle will not be permitted to pass the boom gate.
- 25. 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 The Licensee 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.
- 26. You are responsible for:
 - (a) ensuring that you load money to your Reader Tag;
 - (b) ensuring that the amount of money loaded to your Reader Tag is at least the Defined Floor Limit;
 - (c) ensuring that you link a credit card to your Reader Tag;
 - (d) fitting your Reader Tag to your Vehicle windscreen so that the Reader Tag can be scanned at the Scanning Points;
 - (e) the replacement cost of any lost or damaged Reader Tags.
- 27. You are not permitted under any circumstances to provide a Reader Tag for anyone else to use.

28. You acknowledge that each Reader Tag shall be assigned to a specific Vehicle. Reader Tags may not be transferred or used in any vehicle other than the Vehicle and Driver to which the Reader Tag is assigned.
29. 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 Vehicle on Airport Land without a Reader Tag.

Compliance

30. You must comply with any lawful Airport Notice displayed or published by CAPL and/or an Airport Lessor from time to time.
31. Without limiting the generality of Clause 30, you must not tout for business on Airport Land.
32. You must not, in the reasonable opinion of CAPL or one of CAPL's Authorised Officers, tailgate other vehicles on Airport Land.
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 Vehicle is found parking contrary to Airport Notices;
 - (b) Where you fail to comply with an Authorised Officer's direction.

Indemnity and Insurance

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 warrant that you will ensure all Vehicles are covered by:
 - (a) comprehensive motor vehicle insurance, including third party property damage, with a sum insured of no less than \$20 million;
 - (b) compulsory third-party motor vehicle insurance.in respect of any Vehicle you operate at Airport Land.
40. You must provide:
 - (a) evidence of currency of insurances required under these Terms and Conditions at the Commencement Date and on any other occasions reasonably required by CAPL, and must immediately notify CAPL of any change to any policy of insurance held by you;
 - (b) evidence of currency of Vehicle registration with the Department of Transport and Main Roads for all Vehicles at the Commencement Date on any other occasions reasonably required by CAPL, and must immediately notify CAPL of any change to any Vehicle registration held by you.

Breach and Termination

41. In the event of any breach of the above conditions, CAPL may, in its absolute discretion:

- (a) Suspend your ability to access the Ground Transport Areas temporarily;
 - (b) Cancel your Reader Tag without further reference to you.
42. Notwithstanding the preceding condition, CAPL may, on the provision of one (1) week's notice in writing to the Licensee, 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 the Licensee comes to an end;
 - (b) the day that your employment or engagement as a Driver with the Licensee ends.
43. In the event your access is suspended or cancelled, you will have no claim whatsoever against CAPL because of any loss arising as a result of the suspension or cancellation.

SCHEDULE 2 – USE OF GROUND TRANSPORT AREAS

The following table, in Column 2, describes the types of Vehicle permitted to use the Ground Transport Area identified in Column 1.

Column 1	Column 2
Ground Transport Area	Permitted Vehicles
T1 Transport Departures (This is a Stop-Drop Off-Go Area)	All Except Ride Share and Taxis Limousines Courtesy Bus <18 Seats, Courtesy Bus 19-25 Seats, Courtesy Bus >25 Seats Charter Bus <18 Seats, Charter Bus 19-25 Seats, Charter Bus >25 Seats
T1 Transport Departures Front (This is a Stop-Drop Off-Go Area)	Ride Share, Taxis and the Public
T1 Transport Arrivals	All Except Taxis Limousines Courtesy Bus <18 Seats, Courtesy Bus 19-25 Seats, Courtesy Bus >25 Seats Charter Bus <18 Seats, Charter Bus 19-25 Seats, Charter Bus >25 Seats Ride Share
T2 Transport Departures (This is a Stop-Drop Off-Go Area)	Stretch Limousines, Courtesy Bus 19-25 Seats, Courtesy Bus >25 Seats, Charter Bus 19-25 Seats, Charter Bus >25 Seats
T2 Transport Departures Front (This is a Stop-Drop Off-Go Area)	Limousines Courtesy Bus <18 Seats Charter Bus <18 Seats Ride Share Taxis
T2 Transport Arrivals	Limousines Courtesy Bus 19-25 Seats, Courtesy Bus >25 Seats Charter Bus <18 Seats, Charter Bus 19-25 Seats, Charter Bus >25 Seats
T2 Transport Arrivals Front	L Plate Limousines Only, No L Plate Vans, No Stretch Limousines
T2 Transport Arrivals East (This is a Stop-Pick Up-Go Area)	Courtesy Bus <18 Seats and Ride Share
Ground Transport Operators Amenities Building	All Ground Transport Vehicles except for Taxis

SCHEDULE 3 – GROUND ACCESS CHARGE

The following charges are the applicable Ground Access Charge corresponding to the Vehicle proposing to access a Ground Transport Area:

Column 1	Column 2	Column 3	Column 4	Column 5
Passenger Service Vehicle User Type	Drop Offs (Departures) T2 Transport Departures T2 Transport Departures Front	Pick Ups (Arrivals) T2 Transport Arrivals (Fee is for the first 45 minutes) T2 Transport Arrivals Front T2 Transport Arrivals East	T2 Transport Arrivals (Fee For Each Additional 10 Minutes Following The First 45 Minutes)	Pick Ups (Arrivals) T1 Transport Arrivals
Limousines	\$2.40	\$2.40	\$5.00	\$4.80
Courtesy Bus <18 Seats	\$2.30	\$2.30	\$5.00	\$4.50
Courtesy Bus 19-25 Seats	\$3.30	\$3.30	\$5.00	\$6.60
Courtesy Bus >25 Seats	\$4.70	\$4.70	\$5.00	\$9.40
Charter Bus <18 Seats	\$3.30	\$3.30	\$5.00	\$6.60
Charter Bus 19-25 Seats	\$4.10	\$4.10	\$5.00	\$8.20
Charter Bus >25 Seats	\$4.70	\$4.70	\$5.00	\$9.40
Ride Share	\$2.50	\$2.50	\$5.00	\$5.00

****Above fees are inclusive of GST****