

GROUND ACCESS LICENCE AGREEMENT APPLICATION FORM
Airport Assets (Restructuring and Disposal) Act 2008
Cairns Airport Pty Ltd ACN 132 228 221 (CAPL)



To: Car Park Service Kiosk **Attention:** Car Park Manager
Telephone: 07 4035 9922 **Email:** park@cairnsairport.com.au

Date: _____

***Operator:** *(Authorised Representative of Operator to complete Details)**

I/We	
Company Name:	
Trading As	
ABN No.	
QLD Transport Operator Accreditation Number (if relevant):	
Postal Address:	
Phone	
Mobile:	
Email:	

The Operator applies for Ground Access Long Range Tags (GALRT) to gain entry to Cairns Airport Pty Ltd (CAPL) Ground Transport Facilities.

The Operator agrees that:

1. it is the operator of the vehicles the details of which are set out in the summary below and detailed individually at (Attachment 1) ("Vehicles");
2. the GALRT issued pursuant to this application will only be used in respect of the Vehicle for which the GALRT was issued, and only for the purposes of the Operator's business;
3. it will be bound by, and ensure that its employees, agents and contractors comply with, the terms of any Ground Access Licence Agreement entered into with CAPL from time to time ("Authority"), and the GALRT is issued pursuant to such an agreement;
4. The GALRT may be cancelled immediately if:
 - a. The Operator or any of its employees fails to comply with the terms of the published Airport Notices;
 - b. The Authority is cancelled, terminated or expires;
 - c. The Operator or any of its employees, agents or contractors fail to comply with the terms of the Authority;
 - d. Any information in this application is incorrect, incomplete or becomes inaccurate; and
 - e. It is used in relation to a vehicle other than the vehicle for which it was issued.
5. The person who signs this application for the Operator is duly authorised to do so on the Operator's behalf.

Please complete full details of all vehicles which require a Ground Access Long Range Tag (GALRT) for entry to CAPL's Ground Transport Facilities (Attachment 1).

Vehicle Summary: State the number of vehicles in each user group which are included in this application

User Group	No. of Vehicles	User Group	No. of Vehicles
• Taxi		• Courtesy Coach less than 18 Seats	
• Limousine		• Courtesy Coach 19 – 25 Seats	
• Charter less than 18 Seats		• Courtesy Coach greater than 25 Seats	
• Charter 19 – 25 Seats		• Other Services	
• Charter greater than 25 Seats			

Licence Fee:

Limousine	\$3.50	For each entrance by an Approved Driver to the Loading Zone.
Courtesy Bus < 18 seats	\$3.50	For each entrance by an Approved Driver to the Loading Zone.
Courtesy Bus 19-25 seats	\$5.00	For each entrance by an Approved Driver to the Loading Zone.
Courtesy Bus >25 seats	\$7.50	For each entrance by an Approved Driver to the Loading Zone.
Charter Bus < 18 seats	\$5.00	For each entrance by an Approved Driver to the Loading Zone.
Charter Bus 19-25 seats	\$6.00	For each entrance by an Approved Driver to the Loading Zone.
Charter Bus > 25 seats	\$7.50	For each entrance by an Approved Driver to the Loading Zone.
Taxis	\$3.00	For each entrance by an Approved Driver to the Loading Zone.
Other Services	\$5.00	For each entrance by an Approved Driver to the Loading Zone.

Authorised Representative Authorisation:

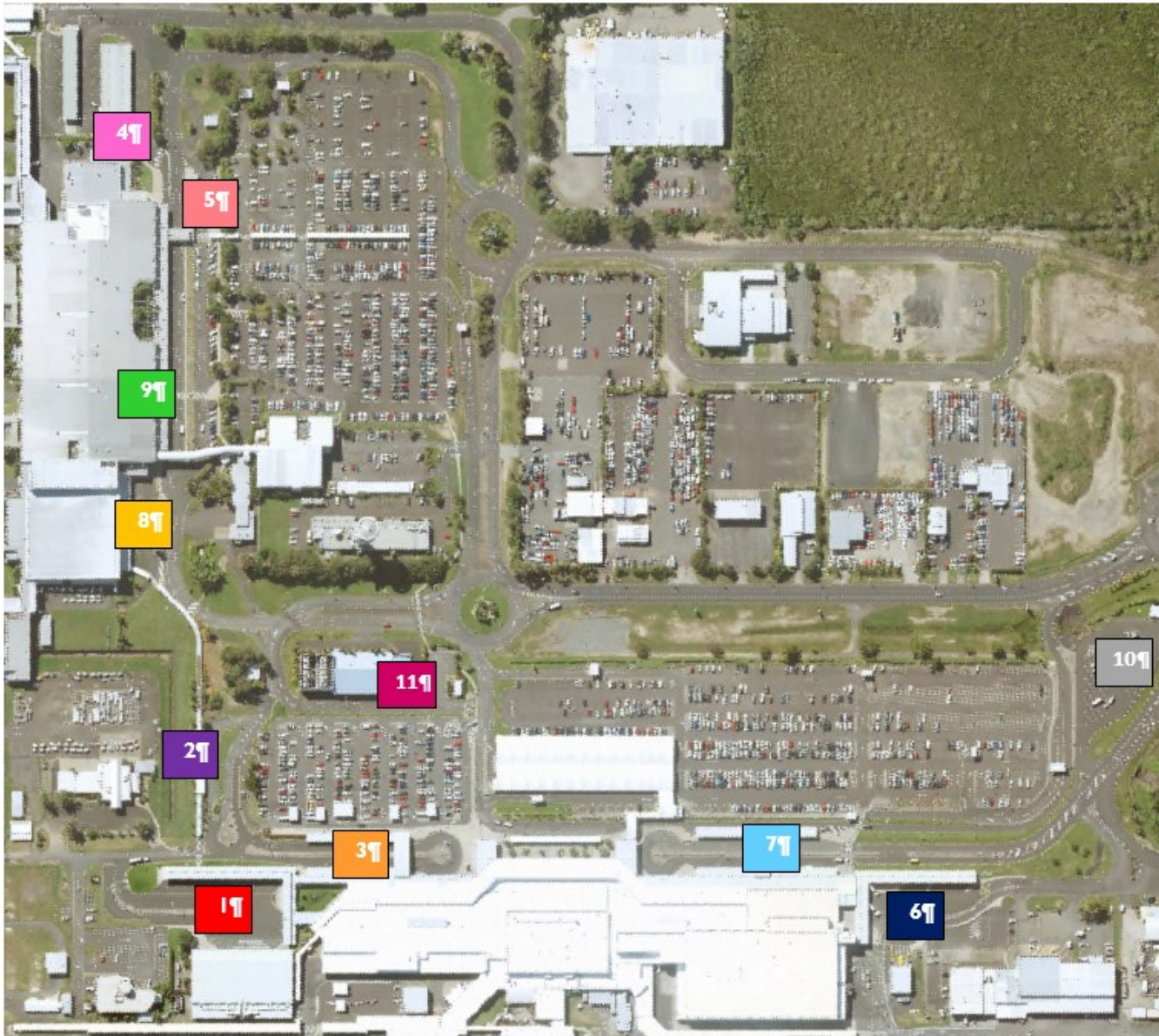
I/We do hereby make application for a Ground Access Long Range Tag (GALRT) for entry to CAPL's Ground Transport Facilities (Attachment 2) subject to a refundable deposit of \$80 per Long Range Tag required; and

I/We certify that the above information is correct and undertake to comply with:

1. all Acts, Regulations and Airport Notices;
2. the conditions of CAPL's Operating Procedures and Loading Zone Rules (see Attachments 3 and 4).

Signature:		Name:	
Position:		Phone:	
Email:			

CAIRNS AIRPORT--LOADING ZONES ¶



Arrivals-/Pick-Up-Facilities:¶

1.-> Domestic-Terminal-(T2)-Bus-Arrivals:¶

- > Charter-/Tourist-Vehicles-all-seating-capacities¶
- > Courtesy-Coaches->>18-seats¶
- > Stretch-Limousines¶

2.->Domestic-Terminal-(T2)-¶

-> Courtesy-Coaches-/Courtesy-Vehicles-Arrivals:¶

- > Courtesy-Coaches/Courtesy-Vehicles-<<18-seats ¶

3.-> Domestic-Terminal-(T2)-Arrivals-Loop-Road¶

- > Taxis-and-Limousines-all-seating-capacities¶

4.-> International-Terminal-(T1)-Arrivals:¶

- > All-Buses ¶
- > Courtesy-Coaches/Courtesy-Vehicles ¶
- > All-Limousines¶

5.-> International-Terminal-(T1)-Arrivals¶

- > Taxis¶

Departures-/Drop-Off-Facilities:¶

6.-> Domestic-Terminal-(T2)-Bus-Departures:¶

- > Charter-/Tourist-Vehicles->>18-seats¶
- > Courtesy-Coaches->>18-seats¶
- > Stretch-Limousines¶

7.-> Domestic-Terminal-(T2)-Departures-Loop-Rd¶

- > Taxis-and-Limousines-all-seating-capacities¶
- > Charter-Tourist-Vehicles-<<18-seats¶
- > Courtesy-Coaches/Courtesy-Vehicles-<<18-seats¶

8.-> International-Terminal-(T1)-Departures:¶

- > All-Buses ¶
- > Courtesy-Coaches/Courtesy-Vehicles ¶

9.-> International-Terminal-(T1)-Departures¶

- > Taxis-and-Limousines¶

Holding-Facilities:¶

10.->Domestic-Terminal-(T2)-Bus-Holding-Area--South:¶

- > All-user-groups-permitted¶

11.->Domestic-Terminal-(T2)-Taxi-Holding-Area--North:¶

- > Taxis¶

Attachment 3

Operating Procedures – Pay Per Use

A. General Obligations

The Licensee must:

- a. complete all registration requirements set out on CAPL's web based registration site including those relating to the Licensee's business, Reader Tags and Approved Vehicles;
- b. not access Loading Zones at the Airport unless the Licensee has obtained CAPL's approval to do so;
- c. use electronic tags valid on QLD roads and registered with CAPL to access Loading Zones at the Airport;
- d. not use Loading Zones when not collecting pre-booked passengers;
- e. use vehicle holding areas when at the Airport and not collecting pre-booked passengers; and
- f. comply with all signs, conditions of entry, rules, requirements for accreditation and laws.
- g. Passengers are only to use designated footpaths and not roadways.

B. Loading Zone Access Points

The operating procedure at Loading Zone access points is as follows:

- a. An electronic tag reader is mounted at the entry and exit access points to Loading Zones.
- b. The Licensee may approach the Loading Zone boom gate access point for entry or exit of the Loading Zone.
- c. The boom gates will only open for entry and exit of a Loading Zone if a valid electronic tag is read and accepted by the electronic tag reader;
- d. The Licensee is responsible for ensuring that the electronic tag can be read by the electronic tag reader on entry and exit, is registered with CAPL, has sufficient funds and meets all other requirements for acceptance;
- e. The boom gates may not open if:
 - the electronic tag can not be read;
 - the electronic tag is not registered with CAPL;
 - the vehicle approaches the boom gates too quickly;
 - the Licensee' has insufficient funds in their account;
 - the Licensees' account is overdue; or
 - any other requirements for acceptance are not met (including black listing)
- f. The Licensee must load passengers promptly and proceed to the Loading Zone exit point boom gates where the electronic tag reader will detect the electronic tag.
- g. The Licensee must not tailgate or otherwise act improperly.
- h. If the Licensee experiences any difficulties using the Loading Zones the Licensee may use the intercoms provided at the Loading Zone access points.

C. Operating Efficiently

The Licensee acknowledges that Loading Zones are common use facilities that require the cooperation of all users in order to operate efficiently. Accordingly, the Licensee agrees:

- a. to take all necessary steps to ensure the efficient operation of the Licensee's activities while at Cairns Airport;
- b. to check flight information displays and respond accordingly to any changes in pre-booked passenger's flights;
- c. not to leave vehicles unattended at terminal frontages at any time;
- d. to act professionally and courteously in all dealings at Cairns Airport;
- e. to deal cooperatively with CAPL staff, CAPL contractors and kerbside enforcement officers;
- f. to comply with any reasonable requests of CAPL staff, CAPL contractors and kerbside enforcement officers in relation to traffic, access and parking at the Airport.

Attachment 4

Loading Zone Rules

1. Definitions

In these Loading Zone Rules

Airport Notices means notices displayed or published by CAPL to control activities and conduct at the Airport.

Loading Zone Manager means Secure Parking Pty Ltd (ABN 34 108 043 689) or such person appointed from time to time by CAPL to manage the Loading Zones.

Licensee means those persons who hold a Reader Tag from CAPL.

Rules and Regulations means the Airport Notices and those further requirements established from time to time by CAPL or any government agency for the security, general operations of, and safety at the Airport including, without limitation, in relation to:

- (a) emergency procedures;
- (b) staff security clearances;
- (c) security screening of personnel and goods;
- (d) aviation security identification; and
- (e) the payment of fees set by CAPL from time to time to cover security.

Ground Access Licence means a licence granted by CAPL under which the Licensee is entitled to access and use a Loading Zone at the Cairns Airport.

Users means a person or persons (Employees, Agents and Contractors) appointed by the Licensee to operate the Licensee's vehicles under the Ground Access Licence.

All other defined terms in these Loading Zone Rules (that is, terms which are capitalised) have the same meaning as set out in the Ground Access Licence Agreement except where the context otherwise requires.

2. Use of Loading Zone

- (a) The User must at all times comply with these Loading Zone Rules, the Rules and Regulations and any Airport Notices in place from time to time.
- (b) These Loading Zone Rules may be varied from time to time on one month's written notice by CAPL to the Licensee.
- (c) The Reader Tag entitles the Licensee or User to use the Loading Zone for the purpose of passenger set down, pick up and transportation in connection with the Licensee or User's employment and for no other purpose. Use of the Reader Tag for other purposes may result in the withdrawal of the Licensee's Reader Tag.
- (d) The User acknowledges that CAPL may, for operational purposes at its discretion relocate the Licensee or User to an alternative Loading Zone.

- (e) The Licensee or User must at all times use a Reader Tag to access the Loading Zone. CAPL reserves the right to refuse entry to the Loading Zone if the Licensee or User does not have their Reader Tag.
 - (f) Any Reader Tag issued to the Licensee will be decommissioned in the event that the Ground Access Licence is terminated.
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3. Care of Reader Tags

- (a) The Licensee or User is at all times responsible for the care and safekeeping of their Reader Tag.
 - (b) Where a Reader Tag is lost or damaged or stolen, a fee will be payable before a new Reader Tag is issued to the Licensee. The fee may vary from time to time at CAPL's sole discretion.
 - (c) The Licensee must notify the Loading Zone manager when it wishes to cancel a Reader Tag by returning the Reader Tag to the Loading Zone Manager. The Licensee will be responsible for returning the Reader Tag to the Loading Zone Manager who will decommission the Reader Tag.
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4. Conduct of the User

It is a condition of entry to the Loading Zone that:

- (a) The Licensee or User must hold a valid current driver's licence as required by the laws of Queensland.
 - (b) The Licensee or User's vehicle must be registered for use on public roads in accordance with the laws of Queensland.
 - (c) The Licensee or User must not cause any rubbish to be placed in or about the Loading Zone.
 - (d) The Licensee or User must not clean, grease, oil, repair or wash any motor vehicle in the Loading Zone.
 - (e) The Licensee or User must use the Loading Zone in an orderly manner, without causing any disruption or violence to any other Licensee or User of the Loading Zone.
 - (f) The Licensee or User must not act in an offensive manner whilst using the Loading Zone.
 - (g) The Licensee or User must only enter and exit the Loading Zone via the designated entrances and exits.
 - (h) The Licensee or User must commute between the Loading Zone and any building at the Airport, including but not limited to the Domestic Terminal or the International Terminal, on and via designated walkways only.
 - (i) The Licensee or User must follow all parking and traffic rules and any lawful directions given by CAPL (or the Loading Zone Manager or its employees or agents) and comply with any lawful directions displayed in the Loading Zone.
 - (j) In using the Loading Zone, the Licensee or User must not do, cause to be done or omit to be done anything which might in any way endanger or cause damage to any person or property of CAPL or its contractors, agents, employees or other users of the Loading Zone.
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5. Refusal of Entry

CAPL reserves the right to refuse the Licensee or User entry to the Loading Zone and/or to decommission the Licensee Reader Tag and/or move or remove the User's motor vehicle if the User is found to have repeatedly breached these Loading Zone Rules, the Rules and Regulations or the Airport Notices. In such circumstances, the following will apply;

- (a) Where there is a breach of the Loading Zone Rules, or the Rules and Regulations or the Airport Notices, CAPL may issue a written notice to the Licensee setting out the details of the breach.
- (b) If a Licensee or User breaches the Loading Zone Rules and/or the Rules and Regulations, and/or the Airport Notices more than three times in a calendar year and CAPL has provided notice of those breaches to the Licensee under Paragraph 5(a) above, CAPL may in its absolute discretion decommission the Reader Tag of that Licensee.
- (c) The Licensee agrees to provide notification of the occurrence of the third breach in the calendar year to the relevant User and the User agrees that CAPL is not required to give notice to the User directly of that User's breaches of the Loading Zone Rules or the Rules and Regulations or the Airport Notices.
- (d) Where CAPL issues a notice under Paragraph 5(a) above, CAPL may also require that the breach cease or be remedied within a specified time frame, being a period that CAPL considers, in all the circumstances, to be reasonable. The User acknowledges that, where the breach interferes with the normal traffic flow in the Loading Zone or the security and/or safety of the operations of the Airport or any vehicles or persons present in the Loading Zone, the time frame set by CAPL for the cessation or remedy of the breach may be immediate.
- (e) In the event that the breach continues or is not remedied within the time frame specified by CAPL under 5(d), CAPL will be entitled to:
 - i move or remove the Licensee or User's vehicle to a place on Airport such that it is no longer in breach of the Loading Zone Rules or the Rules and Regulations or the Airport Notices and the User agrees to:
 - A. pay CAPL's reasonable costs of having the Licensee or User's vehicle moved or removed and any costs incurred by CAPL as a result of having the Licensee or User's motor vehicle moved or removed; and
 - B. Indemnify CAPL, its officers, employees and agents (including the Loading Zone Manager) against any personal injury, death, loss or damage caused or contributed to by the Licensee or User's failure to cause the cessation or remedy of the notified breach; or
 - ii. if the notified breach continues for or is not remedied within 30 days of the notification, treat the User's vehicle as if it were an abandoned vehicle.

6. Liability of CAPL

- (a) Entry into the Loading Zone is at the User's own risk.
- (b) The User releases CAPL and its employees and agents (including the Loading Zone Manager) from, and agrees that CAPL and its employees and agents (including the Loading Zone Manager) are not liable for, liability or loss arising from and cost or expense incurred in connection with damage, loss, injury or death to or of any person or property (including the Licensee or User's vehicle) at the Airport, except to the extent it is caused or contributed to be the negligence act or wilful default of CAPL and its employees and agents (including the Loading Zone Manager).

- (c) Neither CAPL nor its employees or agents (including the Loading Zone Manager) will be responsible for the theft of the User's motor vehicle whilst in the Car Park, except to the extent it is caused by unlawful, wilful or malicious acts of CAPL or its employees and agents (including the Car Park Manager).
 - (d) The User indemnifies CAPL and its employees and agents (including the Car Park Manager) against any claim, action, loss, damage, liability, cost or expense which CAPL incurs or is liable for in connection with any loss, damage, injury, death, caused or contributed to by the User or any breach by the User under these Car Park Rules or the Rules and Regulations or the Airport Notices.
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7. No Representation as to Security

CAPL does not make any warranty or representation as to the security of the Car Park.