

Terms and Conditions of Access – Applying to Users of Hobart Airport

Terms and Conditions

1. Introduction

- 1.1. This document applies to all users and prospective users of Hobart Airport's services who require access to the Airport. By accessing the Airport, you agree that this document is binding on you and constitutes a contract between you and Hobart International Airport Pty Ltd, as operator of the Airport.
- 1.2. You must comply with your obligations in this document at all times.
- 1.3. If there is any ambiguity or inconsistency between this document and any separate written agreement with HIAPL, the separate written agreement will have precedence to the extent of the ambiguity and inconsistency.
- 1.4. If there is anything you do not understand in this document or do not agree with, please do not proceed to access the Airport. You may contact us at commercial@hobartairport.com.au or by calling (03) 6216 1600 to address any questions before you seek to access the Airport.

2. Definitions and Interpretations

- 2.1. In this document, unless a contrary intention is indicated in context, capitalised words and phrases that are not proper nouns have the meaning designated in this clause 2.1:

Airport means the airport described in Regulation 1.03 of the Airports Regulations 1997 (Cth) as 'Hobart Airport' and includes the Airport precinct in its entirety.

Commercial Lane means the lane designated from time to time as an exclusive access area (being a separate lane to the PUDO Lane) in which a class of qualified users can access the Airport for deliveries of approved material, or the pickup and drop off of Passengers.

Commercial Lane Access Card means an electronic reading device which provides access to the commercial lane at the Airport.

Commercial Lane Access Charge means any charges applying to your access to the Commercial Lane at the Airport, being subject to change from time-to-time at HIAPL's discretion.

Driver means a person who accesses the Airport in a Vehicle whether registered with HIAPL or otherwise, and is either accessing the Airport for private purposes or performing the Service at the time.

Ground Transport Areas means those parts of the Airport designated by HIAPL from time to time in which the Driver can access the Airport using a Vehicle, including those areas where a Driver can drop off or pick up a Passenger.

Ground Transport User means a Driver who uses the Ground Transport Areas.

HIAPL is a reference to Hobart International Airport Pty Ltd as a party to this document, and includes HIAPL's employees, HIAPL's contractors, HIAPL's agents, and permitted assigns.

Holding Bay means any area identified by HIAPL from time to time as being an area in which Drivers can be allowed to stand temporarily, but only in accordance with this document, and the direction of HIAPL.



Passenger means persons carried by a Bus, Fleet Vehicle, Taxis, Ubers or other commercial transportation services to and/or from the Airport.

Permitted Purpose means providing the Service in accordance with this document.

PUDO Lane means the area designated from time to time as the public pick-up and drop off lane at the Airport.

Service means a commercial service which includes collection and drop-off of Passengers in the Ground Transport Areas.

Tailgating is deemed to have occurred when a Driver has entered the commercial lane but does not register an exit or alternatively has been witnessed by HIAPL (and/or its representatives) to have followed a vehicle out of the Commercial Access Lane in order to avoid the Commercial Lane Access Charge.

Terminal means the buildings used for the embarkation and disembarkation of international and domestic passengers at the Airport.

Touting means offering, soliciting or inducing person/s to use the Service (or any other product or service) without pre booking, including somehow arranging or conducting arriving Passengers towards a pick-up Vehicle so as to permit a Driver to jump or circumvent any queue or such Services, including those queues in any Holding Areas. This extends to offering, soliciting or inducing to solicit, tout or seek business from any person at the Airport.

Vehicle means the Vehicle that you operate on the Ground Transport Areas, and extends to any mechanical device on wheels or tracks, its equipment and accessories;

you means any party who accesses the Airport, whether as a Driver, a Passenger, or any person who accesses the Airport by other means.

“We, us, our” are pronouns describing HIAPL.

2.2. Unless context otherwise requires, in this document:

- a word which denotes the singular denotes the plural and vice versa;
- a reference to ‘this document’ includes the contractual understanding set out in this document;
- where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted; and
- any use of the verb ‘includes’, or of words such as ‘for example’ or ‘such as’, are not utilised by way of limitation and do not limit anything else that is included in general speech.

2.3. Any headings or other reference aids do not form part of the agreement reached in this document.

3. Permitted Purpose

3.1. You may access the Airport:

- as a member of the public;
- as a casual Ground Transport User; or



- as a commercial user to carry out a Permitted Purpose provided that any required registration has been completed at HIAPL's direction.

4. Commercial Lane Access Card

- 4.1. Access cards are available, at the absolute discretion of HIAPL for users who meet the appropriate criteria for access of their Vehicle using the Commercial Lane.
- 4.2. If you apply for access to the Commercial Lane, you agree to comply with HIAPL's directions in respect of access to the Commercial Lane, and to pay the required cost associated with the Commercial Lane Access Card, together with any other costs that apply to that particular use of the Commercial Lane in HIAPL's discretion.
- 4.3. If you are a commercial user having access to the Commercial Lane, HIAPL may charge you an access fee for usage of the Commercial Lane, based on the frequency and scope of your access as reasonably determined by HIAPL. If HIAPL considers it appropriate in the circumstances, the terms for payment of the access fee, your access rights and other terms may be offered to you in the form of a separate access licence agreement between you and HIAPL.
- 4.4. You are not permitted under any circumstances to provide the access card to anyone else to use. The card is only to be used by the Driver to whom the card is used and only in respect of the Vehicle registered.
- 4.5. Access to the Commercial Lane is at the absolute discretion of HIAPL and HIAPL reserves to right to suspend or terminate your access based on any breach of this document.

5. Your Conduct

- 5.1. As user of the Airport, you must not:
 - subject to Clause 6, pick up or drop off a Passenger from any part of the Airport other than in the designated Ground Transport Areas;
 - enter the Airport for any other commercial purpose other than the Permitted Purpose;
 - unless parked in a designated car park, leave a vehicle unattended within the Airport, and you acknowledge that doing so may result in the Vehicle being towed and or/ the Driver being suspended/terminated from accessing the Airport;
 - leave baggage unattended at the Airport and you agree to take reasonable steps to ensure that Passengers' baggage is not left unattended;
 - park and loiter next to your Vehicle, and agree to only remain for as long as it takes to pick up or drop off a Passenger.
 - do anything which may damage any part of the Airport or any fixtures, fittings or equipment installed at the Airport or any other property belonging to or controlled by HIAPL or any other person located within the Airport;
 - leave any Airport area in an untidy condition;
 - do (or omit to do) anything which causes annoyance, disturbance or offence to anyone on or around the Airport land, including at the Ground Transport Areas, or which could become dangerous or a nuisance to HIAPL or any other person;
 - wilfully avoid paying the Commercial Lane Access Charge, including Tailgating;
 - refuse to accept a hiring at the Airport, including when on a taxi rank (unless the refusal is in accordance with regulations).
 - display any advertisement, except with the Airport's approval;
 - display any material which is reasonably considered offensive, or otherwise deemed offensive by the Airport; or



- engage in Touting.

5.2. You must:

- ensure the safety of any persons at the Airport, and not do anything that puts any persons on Airport land at risk of harm;
- abide by the Tasmanian Road Rules whilst operating at the Airport;
- maintain and comply with the conditions of all relevant licences required by all applicable laws;
- immediately provide your Driver accreditation and/or proof of currency of your Tasmanian driving licence on request by HIAPL, or any of its representatives, including HIAPL's appointed security officers;
- comply with all directions and other requests given by us and by HIAPL's appointed security officers in relation to your use of the Airport including the Ground Transport Areas and/or Holding Bay and day to day operations of the Airport;
- treat all Passengers with appropriate courtesy and respect, providing them with excellent service in accordance with any standards prescribed by HIAPL from time to time;
- comply with all protocols, rules and policies established by HIAPL and made available by HIAPL from time to time;
- comply with the terms and conditions of entry to any car park at the Airport, ensure that your vehicle is not operated, parked or left stationary in any manner that is in breach of any regulation, signage, or otherwise in obstruction of the access or rights of any Hobart Airport employee or licensee;
- comply with HIAPL's environmental policy;
- comply with any relevant policies of a government department or authority;
- comply with all applicable laws; and
- comply with all directions or other requests given by us in relation to your use of the Ground Transport Areas and day to day operations of the Airport.

5.3. You are not in breach of this document if you drop off or collect a Passenger (with prior booking) at a location other than the Ground Transport Area, provided the location is designated by HIAPL as a suitable stopping area, and the Passenger is not intending to enter the terminal building directly from the Vehicle.

5.4. You acknowledge that your use of the Ground Transport Areas (including the Commercial Lane) is a non-exclusive use and that you are required to use the Ground Transport Areas in common with other permitted users.

5.5. If you are a commercial user having access to the PUDO Lane, HIAPL may charge you an access fee for usage of the PUDO Lane, based on the frequency and scope of your access as reasonably determined by HIAPL. If HIAPL considers it appropriate in the circumstances, the terms for payment of the access fee, your access rights and other terms may be offered to you in the form of a separate access licence agreement between you and HIAPL.

5.6. You acknowledge that Airport is subject to audio-visual monitoring, including closed circuit television facilities and consent to the collection, storage and disclosure of such material in accordance with HIAPL's privacy policies.

5.7. You acknowledge and agree that HIAPL is entitled to use such footage for any purpose that HIAPL considers appropriate, including in respect of any breaches of this document or as required by law.



- 5.8. You consent to the lawful use and disclosure of all information, reports and records (including personal information) made available to HIAPL in accordance with HIAPL's privacy policies.
- 5.9. By accessing the Hobart Airport precinct, you grant consent to your employer and/or your contracting taxi or rideshare company to provide HIAPL with your Driver accreditation and/or proof of currency of your Tasmanian driving licence, and/or contact details (including your first name, last name, phone number and email address);
- 5.10. HIAPL reserves the right to charge fees in respect of the administration cost incurred by HIAPL due to your non-compliance with this document.

6. Redevelopment and Relocation

- 6.1. HIAPL may be required to from time to time, at its absolute discretion to close access, redevelop, reconfigure or relocate the Ground Transport Areas and/or Holding Bay on a temporary or permanent basis as it considers appropriate;
- 6.2. You agree to not raise any claim or object arising out of any act, action or matter which results from such redevelopment, reconfiguration or relocation.
- 6.3. You acknowledge that any part of the Ground Transport Areas and/or Holding Bay may be temporarily or permanently closed by HIAPL at any time during the Term, without a replacement facility being nominated, without cause.

7. Breach

- 7.1. If, in HIAPL's reasonable opinion, you breach any clause of this document, or fail to follow a reasonable direction of HIAPL, we reserve the right to prohibit your access to the Airport, on a temporary or permanent basis, at our absolute discretion and to take any action we consider necessary in respect of that breach.
- 7.2. You acknowledge that HIAPL may issue infringement notices (on the spot fines) under relevant legislation.
- 7.3. In the event your access is suspended or terminated you will not have any claim against HIAPL for any loss arising from the suspension or termination.

8. Insurance

- 8.1. You must ensure that you take out and maintain public liability insurance, and compulsory third party and third-party property damage insurance in respect of the Vehicle that you operate on the Airport.
- 8.2. You must present evidence of such insurance within a reasonable timeframe on any occasion that evidence is required by HIAPL, and, if such evidence is requested by HIAPL, you must immediately notify HIAPL of material changes to the relevant policy of insurance held by you;
- 8.3. You must ensure that you have evidence of current Vehicle registration under relevant Australian laws, and present that evidence when required by HIAPL.

9. Indemnity and Liability



- 9.1. We will only be liable to you under this document if we are or have been negligent or otherwise breached our statutory obligations to you.
- 9.2. Under no circumstances are we liable to you for any lost profits, loss, lost opportunity, loss of reputation or any indirect or consequential loss. In addition, we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is caused by your acts or omissions or the acts or omissions of other users of the Airport.
- 9.3. To the extent the law permits, HIAPL is not liable to you for:
 - damage to or loss of any property stored in your Vehicle;
 - damage to your Vehicle whilst it is within the Airport precinct, including damage caused by other users of the Airport Area, whether through a collision between Vehicles or otherwise; or
 - injury or harm caused to you, to Passengers or to any other person whilst you are on the Airport precinct.
- 9.4. You are liable for and indemnify HIAPL against all liability, loss, costs and expenses arising from or incurred in connection with:
 - the conduct of the Permitted Purpose;
 - the enterprise associated with the Permitted Purpose;
 - the injury or death of any person arising from your use of the Airport precinct;
 - any loss or damage to any property (including the Vehicle);
 - any non-compliance by you, or infringement of statute, ordinance, regulation, by-law or statutory notice applicable to your use of the Airport; and
 - anything (including damage, loss, injury and death) caused or contributed to by the act, omission, negligence or default by you (or any representative) applicable to use of the Airport.
- 9.5. Your liability to those indemnified will be reduced proportionally to the extent that any unlawful, wilfully wrongful or negligent act or omission or default of HIAPL caused or contributed to the Loss.
- 9.6. Each indemnity by you in this document is a continuing obligation, separate and independent from your other obligations and survives termination or expiry of this document.

10. Governing Law

- 10.1. This document is subject to the laws of Tasmania, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania situated in Hobart.

11. Privacy

- 11.1. When you register to use the Commercial Access Lane, you provide personal information to us which we use to process your registration, identify you when you enter and exit the Commercial Access Lane and otherwise manage our ground transport operations. We also carry out planning and marketing activities using the personal information you provide which may include targeted online advertising, data and audience matching, analytics, research and, if you have agreed to receive communications, direct marketing. For more detail about how we use and share personal information and about our marketing practices, please refer to our Privacy Policy. By accepting this document, you agree to the



use and disclosure of your personal information for these purposes. All personal information you provide to us is dealt with accordance with our Privacy Policy.

12. Reading Down

- 12.1. In the event that any provision or portion of any provision of this document is held to be unenforceable or invalid by a Court, the validity and enforceability of the remaining provisions or portions of such provisions of this document shall not be adversely affected. The offending provision or any part of such provision shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this document shall remain in full force and effect.



13. Comments and Complaints

- 13.1. Any comments relating to this document should be made in writing to us at our postal or email address listed below. If you wish to make a complaint and it is related to any incident, please do so as quickly as possible after the incident as this will better assist our enquires.

How to Contact Us

E-mail us at commercial@hobartairport.com.au

Telephone us on (03) 6216 1600

Write to us c/- Ground Transport Manager, Hobart Airport, 6 Hinkler Road, Cambridge, Tas 7170