

COMMERCIAL BUS SERVICE TERMS AND CONDITIONS

Subject to the Bus Operator and its drivers, employees and agents complying with these terms and conditions, Australia Pacific Airports (Launceston) Pty Ltd (**APAL**) consents to the Bus Operator providing a Commercial Bus Service at the Airport.

1. General

- (a) The Bus Operator agrees to abide by these terms and conditions.
- (b) Subject to clause 1 (c), APAL reserves the right to amend these terms and conditions from time to time, provided reasonable notice of the amendments is given to Bus Operators.
- (c) APAL reserves the right to amend the fees from time to time (collectively, the **Fees**) provided that 30 days' notice is given to the Bus Operators.
- (d) If the Bus Operator does not agree to any amendments described in clauses 1 (b) or (c) above, the Bus Operator may elect not to provide a Commercial Bus Service at the Airport.
- (e) A breach of these terms and conditions may result in:
 - (i) the Bus Operator not being permitted to conduct a Commercial Bus Service at the Airport; and/or
 - (ii) any one or more of the Bus Operator's drivers or other employees or agents not being permitted to enter the Airport Property for the purpose of conducting any Commercial Bus Service; and/or
 - (iii) the issuing of a Penalty Infringement Notice.

2. Licences, authorities and permissions

- (a) The Bus Operator must maintain and comply with the conditions of all relevant licences (including driver licences and applicable commercial vehicle licences), directions (including any applicable directions or conditions issued by Transport Services Tasmania or Service Tasmania) and all authorities and permissions required by all applicable laws and regulations from time to time.
- (b) Proof of such licences, authorities and permissions must be provided when requested to do so by APAL or its authorised personnel.
- (c) All Bus Operators must have accreditation with Transport Services Tasmania to provide a Commercial Bus Service in the commercial lane of the forecourt at the Airport (**Commercial Lane**).

3. Access and Parking

- (a) Access to the Commercial Lane is facilitated by Licence Plate Recognition technology and ZipBy. The Bus Operator must register for access to the Commercial Lane through ZipBy. Once registered, the Bus Operator's relevant licence plate(s) will be linked to its ZipBy account for access and payment purposes.
- (b) The Bus Operator must nominate a valid credit/debit card which may be used by ZipBy to process payments in respect of the Fees.
- (c) The Bus Operator must pay the applicable Fees and ZipBy will deduct the applicable Fees from the nominated credit/debit card upon the Bus Operator entering the

Commercial Lane.

- (d) The Bus Operator must pay to APAL the Fees outlined in clause 1 (c). Payment is processed via ZipBy to the nominated debit/credit card upon entering the Commercial Lane
- (e) The Bus Operator must have an active ZipBy account to access and operate a Commercial Bus Service at the Airport.
- (f) Insufficient funds on the nominated credit/debit card will result in access to the Commercial Lane being denied.
- (g) Without limiting clause 9 (Refunds), if the Bus Operator disputes the amount of any Fees (in whole or in part), the Bus Operator must pay the undisputed amount (if any) and must promptly notify APAL of the amount that the Bus Operator believes is due for payment and the parties (acting in good faith) will use all reasonable endeavours to resolve the dispute.
- (h) A Bus Operator must not avoid the Fees by any means (including, for example, by a driver tailgating through an Airport payment point or obstructing the clear view of the vehicle's licence plate).
- (i) Baggage is not to be left unattended in the forecourt at any time.
- (j) APAL reserves the right to re-allocate zones as required due to operational constraints (e.g. road works or accidents) to maximise the efficiency of the forecourt. Where possible, operators will be notified in advance of any changes to minimise disruption.

4. Conduct on Airport Property

- (a) All Commercial Bus Service vehicles must be driven safely at all times, comply with Airport signage and comply with directions given by APAL's authorised personnel.
- (b) Drivers or any other employees or agents attending the Airport on behalf of a Bus Operator must not behave or use language in a manner that is antisocial, threatening, offensive or violent.
- (c) Drivers or other employees or agents attending the Airport on behalf of a Bus Operator must not willfully or negligently cause damage to property or persons.
- (d) Drivers or other employees or agents attending the Airport on behalf of a Bus Operator must not Tout (or use Spotters to assist in Touting) for the provision of any Commercial Bus Service to a member of the public.
- (e) Commercial Bus Service vehicles must be parked in an orderly fashion.
- (f) Drivers or other employees or agents attending the Airport on behalf of the Bus Operator must otherwise conduct themselves in a manner that does not disrupt or interfere with the movement of traffic on Airport Property.
- (g) A Bus Operator, its drivers or other employees or agents attending the Airport on behalf of a Bus Operator must not, on Airport Property, act in a manner that is inconsistent with applicable laws and regulations of Tasmania or the Commonwealth, including but not limited to the *Traffic Act 1925* (Tas) and the *Airport (Control of on-Airport Activities) Regulations 1997* (Cth).
- (h) A Bus Operator must not affix advertising to Airport Property.
- (i) Drivers or other employees or agents attending the Airport on behalf of a Bus Operator must not Litter anywhere on Airport Property.
- (j) Drivers or other employees or agents attending the Airport on behalf of a Bus Operator may only smoke in designated smoking areas. Smoking in all other areas is strictly

prohibited.

5. Breach of terms and conditions

- (a) Without limiting any other right or remedy to which APAL may be entitled to at law, a breach of these terms and conditions may result in a Bus Operator being suspended from operating a Commercial Bus Service at the Airport. The applicable suspension periods are set out in Schedule 1 of these terms and conditions.
- (b) Suspension periods applicable in respect of multiple breaches arising from one incident shall run concurrently.
- (c) If any of these terms and conditions are breached on three or more occasions within a 12 month period, APAL may impose an additional period of suspension or cancellation of the Bus Operators access at its discretion.

6. Insurance

- (a) A Bus Operator must maintain third party property insurance to the value of AU\$5 million for all of its vehicles while on Airport Property and provide evidence of such insurance at the request of APAL or its authorised personnel.
- (b) A Bus Operator must maintain public liability insurance to the value of AU\$20 million in respect of accidental damage or loss to any property and accidental injury (including death) to any person arising out of the provision of a Commercial Bus Service at the Airport and provide evidence of such insurance at the request of APAL or its authorised personnel.

7. Liability

- (a) The Bus Operator shall (except to the extent of any willful act, omission, negligence or default of APAL or an employee or agent of APAL) release and indemnify and shall keep indemnified APAL, its officers, employees and agents from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:
 - (i) loss of or damage to any property;
 - (ii) injury or death of any person; and
 - (iii) economic loss suffered by any person, to the extent caused or contributed to by:
 - A. any act, omission, negligence or default of the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - B. any danger caused or created by the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - (iv) the operation of any plant, equipment or thing by the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - (v) any breach of these terms and conditions by the Bus Operator or the Bus Operator's officers, staff, employees or agents; or
 - (vi) any other act or thing, which may arise in relation to access or use of the Airport by the Bus Operator or the Bus Operator's officers, staff, employees or agents in the operation of a Commercial Bus Service, except to the extent such claims, actions, liabilities, losses, costs, charges and expenses are caused or contributed to by any act, omission, negligence or default of APAL or its officers, staff, employees, agents or sub-contractors or any

third party not within the Bus Operator's control.

- (b) Without limiting APAL's obligations at law, the Bus Operator acknowledges that APAL is not liable to it (or any passengers in its vehicles, or any other party) for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity, exemplary or punitive damages) whether to person or property (including Bus Operator's vehicle/s) unless arising from negligence or default by APAL, its employees and agents.
- (c) APAL, or its contractors if applicable, reserves the right to tow or enter a Bus Operator's vehicle and move it where the vehicle has been left unattended or has become a hazard. APAL has no liability for any loss or damage caused as a result of entering or moving a Bus Operator's vehicle in those circumstances.

8. Privacy

- (a) In order to facilitate a ZipBy account and process payments, ZipBy will collect, use and store a limited amount of personal information – including but not limited to the business name, ABN and address of the Bus Operator, details for a valid payment method, relevant vehicle registrations and a contact person's name, address, phone number and email address – in accordance with its privacy policy. Please see ZipBy's privacy policy at <https://zipby.app/support/> for further information regarding the types of personal information that will be collected by ZipBy. Such information will be collected, used and retained for the purposes of managing a Bus Operator's ZipBy account and will be accessible by APAL and APAL's authorised personnel (but not competitors of Bus Operators) for operational purposes.
- (b) APAL will, on request, provide a Bus Operator with access to personal information it holds about that Bus Operator's personnel unless there is an exception which applies under the *Privacy Act 1988* (Cth). APAL may recover reasonable costs of providing access to this information from the Bus Operator making the request.
- (c) Appropriate technology and security policies, rules and measures will be implemented to protect the personal information that APAL has under its control from unauthorised access, improper use, alteration, unlawful or accidental destruction and accidental loss.
- (d) For further detail on how APAL may collect, use, disclose and handle personal information including a Bus Operator's right to access and update personal information or raise any privacy complaints, please see APAL's Privacy Policy at <https://launcestonairport.com.au/privacy-policy>.
- (e) Any complaints about privacy issues are to be directed to the Company Secretary, Launceston Airport.

9. Refunds

- (a) If a Bus Operator notifies APAL of an erroneous transaction, the transaction will be refunded as soon as practicable and a credit will appear on the Bus Operator's account if APAL is satisfied that an error has occurred.
- (b) Credit on a Bus Operator's account is non- refundable other than if:
 - (i) the account is closed; or,
 - (ii) the Bus Operator applies in writing stating an error was made in crediting its account, which is confirmed by APAL. Written requests are to be sent to Reception,

10. Contact APAL

Any comments or questions relating to these terms and conditions, account or account transactions, or access to the Airport Property should be made in writing to APAL by email to info@lst.com.au.

11. Defined terms

"Airport" means Launceston Airport at Western Junction, Tasmania 7212.

"Airport Property" means land leased, owned or operated by APAL from time to time.

"Bus Operator" means the company providing the Commercial Bus Service at Launceston Airport and for whose vehicle(s) the Fee is being paid.

"Commercial Bus Service" means the operation of one or more buses to provide a service for the transport of passengers by road.

"Litter" means the act of polluting land as defined within section 3 of the *Litter Act 2007* (Tas).

"Penalty Infringement Notice" means an infringement notice issued under the Airports Act 1996 (Cth) or the Airports (Control of On Airport Activities) Regulations 1997 (Cth).

"Spotters" means a person who identifies and makes an offer, solicits or induces a person to hire a commercial passenger service.

"Tout" means making an offer, soliciting or inducing a person to hire a commercial passenger service.

"Tailgating" means to follow closely behind another vehicle with a view to gaining access to or from an area to evade payment of a Fee.

"ZipBy" means the self-managed platform that is used by APAL and made available to the Bus Operator to create an account, manage payment of the Fees and facilitate access to the Commercial Lane of the forecourt at the Airport.

Schedule 1: Outcome of breach of terms and conditions

Term Breached	Result
2(a) Failure to hold or maintain the licences and/or authorities	Suspension applying to the Bus Operator, until such time as licence or authority gained.
4(b) Antisocial, threatening, offensive or violent conduct	12 month suspension of the individual.
4(c) Wilful or negligent damage to property or persons	12 month suspension of the individual.
4(d) Touting or using Spotters	12 month suspension of the Bus Operator.
4(i) Littering	1 month suspension of the individual.
4(j) Smoking	1 month suspension of the individual.
5(c) Consecutive breaches	12 month suspension of the individual or Bus Operator as applicable.

