

# Agreed Method of Operation

**Australia Pacific Airports (Melbourne) Pty Ltd (ABN 62 076 999 114) of  
Level 2, International Terminal, Melbourne Airport, Victoria 3045 (APAM)**

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# Terms of use of Melbourne Airport by Drivers

In this document:

**Acceptance** has the meaning given to it in paragraph 1(a).

**Agreement** means these terms of use of Melbourne Airport by Drivers as amended from time to time.

**Airport** means Melbourne Airport, Tullamarine.

**Airport Authorised Driver** means a Driver that has given an Acceptance and is not at the time on the Blacklist.

**Airport Land** means that land within the Airport boundaries that is accessible to the public.

**Airports Legislation** means the *Airports Act 1996* (Cth) and all regulations made under that Act.

**APAM's Representative** means APAM's Ground Transport Contracts Manager or such other member of APAM's staff as nominated by APAM from time to time and includes any delegate of that person or any person nominated as APAM's Representative for dealing with any specific matter related to this Agreement.

**App** means the mobile smartphone application used by Drivers that enables passengers to arrange transportation services provided by Drivers.

**Approved Pick-Up Zone** means in relation to a Ride Type, that part of the Airport from which Passenger Pick-Ups are permitted as notified to Driver by Uber on behalf of APAM or APAM as amended from time to time.

**Approved Purpose** means Airport Authorised Drivers conducting Passenger Pick-Ups from the Approved Pick-Up Zone.

**Authorised Persons** means any person appointed under regulation 114 of the *Airports (Control of On-Airport Activities) Regulations 1997* (Cth).

**Blacklist** mean the list of Drivers who are not permitted to carry out Passenger Pick-Ups, as determined by APAM from time to time.

**Claim** includes any debt, claim, proceeding, cause of action, action, demand or suit of any nature whatsoever whether at common law, in equity or under statute.

**Designated Areas** means:

- (a) the Approved Pick-Up Zone; and
- (b) the Holding Area.

**Digital Network** means the online-enabled technology application service provided by Uber or an Uber Group Entity via the App that enables passengers to arrange transportation services.

**Driver** means you when logged into the Digital Network.

**Holding Area** means that part of the Airport as notified to Driver as the Holding Area by Uber on behalf of APAM or by APAM, as amended from time to time.

**Loss** means any loss, cost, expense, damage, liability, penalty or exposure of any type whether present or future, fixed or unascertained, actual or contingent.

**Per Trip Fee** means \$4.1265 (excluding GST) as adjusted in accordance with paragraph 8.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Rideshare Legislation** means any Victorian legislation (which includes amendments to any existing legislation) relating to the commercial passenger industry in Victoria which permits the operation of ride-sharing services in Victoria.

**Ride Type** means, in relation to a Driver, the Uber ride type operated by that Driver at the time of a Passenger Pick-Up, being one of the following (as amended by notification to Driver by Uber on behalf of APAM or APAM from time to time):

- (a) UberX;
- (b) Uber Comfort;
- (c) UberXL;
- (d) Uber Assist; or
- (e) Uber Premier.

**Security Rules** means requirements of general application established from time to time by APAM as being essential to the security and safety of the Airport, including in relation to:

- (a) emergency procedures;
- (b) staff security clearances;
- (c) security screening (personnel and goods); and
- (d) aviation security identification cards.

**T2 Approved Pick-Up Zone** means in that part of the Approved Pick-Up Zone located at Terminal 2 at the Airport.

**T4 Approved Pick-Up Zone** means in that part of the Approved Pick-Up Zone located at Terminal 4 at the Airport.

**Transfer** means assign, dispose of, transfer, novate or otherwise deal with.

**Uber** means Rasier Pacific Pty Ltd of Level 8/1 O'Connell Street, Sydney NSW 2000.

**Uber Group Entity** means an entity in respect of which the ultimate holding company is Uber Technologies, Inc.

Unless otherwise expressed to the contrary:

- (a) words importing:
  - (i) the singular include the plural and vice versa; and
  - (ii) any gender includes the other gender;
- (b) an obligation of two or more parties will bind them jointly and severally;
- (c) a word or expression defined in the *Corporations Act 2001* (Cth) has the same meaning if used in this Agreement;
- (d) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (e) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (f) if any act or thing is required by this Agreement to be done on a day which is not a Business Day, that act or thing may be done on the next Business Day;
- (g) a reference to:
  - (i) a person includes a firm, unincorporated association, partnership, corporation, a government or statutory body or authority;
  - (ii) a person includes its legal personal representatives, successors and assigns;
  - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements thereto;
  - (iv) a right includes a benefit, remedy, discretion, authority or power;

- (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (vi) provisions or terms of this document or another document, agreement, understanding or arrangement includes a reference to both express and implied provisions and terms;
- (vii) time is to local time in Melbourne;
- (viii) \$ or dollars is a reference to the lawful currency of Australia;
- (ix) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (x) writing includes any mode of representing or reproducing words in tangible form and includes facsimile and e-mail transmission;
- (xi) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xii) a reference to any statute or regulation includes all statutes and regulations amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute.

Headings do not affect the interpretation of this document.

If there is any inconsistency between any term, condition or obligation in this Agreement and the Airports Legislation then the Airports Legislation will prevail to the extent of the inconsistency.

## 1. Acceptance and consent to entry

- (a) Driver acknowledges that:
  - (i) it has provided its acceptance to the terms of this Agreement and its name and contact details to Uber on behalf of APAM (**Acceptance**);
  - (ii) the Acceptance provided by the Driver to Uber is held by Uber for the benefit of APAM;
  - (iii) it is bound by the terms of this Agreement and APAM may enforce this Agreement against the Driver; and
  - (iv) the Acceptance will be provided to APAM.
- (b) APAM permits Driver to enter Airport Land for the sole purpose of:
  - (i) dropping off passengers at the Airport in accordance with paragraph 2;
  - (ii) using the Approved Pick-Up Zone for the Approved Purpose in accordance with paragraph 3; and
  - (iii) using the Holding Area when waiting to effect the Approved Purpose in accordance with paragraph 3,

on and subject to the terms and conditions set out in this Agreement.
- (c) The right granted under paragraph 1(b) is subject to APAM's right to alter the Designated Areas in accordance with:
  - (i) this Agreement;
  - (ii) the Airports Legislation; and
  - (iii) the Security Rules.

## 2. Drop-off

Drivers may only drop off passengers in the designated public drop off locations at the Airport or such other drop off location as may be designated by APAM from time to time.

## 3. Pick-up

- (a) Subject to paragraph 3(e), Airport Authorised Drivers may only conduct Passenger Pick-Ups within that part of the Approved Pick-Up Zone or such other pick-up location as may be designated for their Ride Type by APAM from time to time.
- (b) Except for a Passenger Pick-Up effected during Peak Hours in accordance with the procedure in paragraph 3(e), Airport Authorised Drivers may only stay in the Approved Pick-Up Zone for a maximum dwell time of 2 minutes.
- (c) An Airport Authorised Driver must enter the Holding Area before commencing a Passenger Pick-Up, unless:
  - (i) if a passenger cancels a trip request from the Approved Pick-Up Zone after the Driver leaves the Holding Area to collect that passenger and the Driver is allocated a Passenger Pick-Up prior to returning to the Holding Area;
  - (ii) if the Driver has been given priority due to having completed:
    - (A) a drop-off trip at the Airport (rematch) or;
    - (B) a short Passenger Pick-Up Trip from the Airport;in which case the Driver will be allocated the next Passenger Pick-Up;
  - (iii) the Driver is outside the Airport Boundaries when they receive the request; or
  - (iv) or as otherwise advised in writing by APAM from time to time (which may be communicated by the App).
- (d) Airport Authorised Drivers are unable to affect a Passenger Pick-Up anywhere within the Airport Boundaries except, subject to paragraph 3(e), via that part of the Approved Pick-Up Zone designated for their Ride Type by APAM from time to time.
- (e) During Peak Hours, in relation to a Passenger Pick-Up in bays 3-17 at the T2 Approved Pick-Up Zone, Passenger Pick-Ups must be effected in accordance with the following procedure:
  - (i) a passenger requesting a Passenger Pick-Up receives a 6-digit personal identification number (**PIN**);
  - (ii) the passenger is informed to walk to the Approved Pick-Up Zone and join the line;
  - (iii) the passenger shares their PIN with the first available driver directed by APAM's ground transport staff;
  - (iv) the Digital Network verifies passenger, vehicle and Airport Authorised Driver details before the passenger departs in the vehicle; and
  - (v) the Airport Authorised Driver may not cancel or reject a Passenger Pick-Up where the Digital Network verifies passenger, vehicle and Airport Authorised Driver except:
    - (A) to avoid a threat to the safety of an Airport Authorised Driver;
    - (B) in response to an emergency situation at the Airport;
    - (C) where an Airport Authorised Driver is unable to undertake the trip due to:
      - (I) an inability to safely fit the passengers and luggage in the vehicle;
      - (II) the passenger not having the required child restraint or not meeting any other legal requirement to travel in a rideshare vehicle;
      - (III) a vehicle operating issue such as mechanical failure; or

- (IV) a technical issue with the Uber Driver App beyond the control of the Airport Authorised Driver.
- (f) Drivers on the Blacklist cannot conduct Passenger Pick-Ups.

#### 4. Driver obligations

- (a) If, at any time, regulation 109 of the *Airports (Control of On-Airport Activities) Regulations 1997* or any other Law requires Driver to show his or her accreditation to an Authorised Person, Driver must immediately do so when requested. If Driver fails to do so, APAM may require Driver to immediately vacate Airport Land and/or APAM may Blacklist Driver.
- (b) Driver may enter Airport Land only for the sole purpose of:
  - (i) dropping off passengers at the Airport in accordance with paragraph 2;
  - (ii) using the Approved Pick-Up Zone for the Approved Purpose; and
  - (iii) using the Holding Area when waiting to effect the Approved Purpose.
- (c) Driver:
  - (i) must comply with any lawful direction of an Authorised Person or APAM's Representative at the Airport;
  - (ii) acknowledges and agrees that:
    - (A) parking in unauthorised areas may incur an Infringement and/or may lead to Driver being put on the Blacklist; and
    - (B) repeated failure by Driver to comply with the directions of an Authorised Person or APAM's Representative may lead to the Driver being put on the Blacklist.
- (d) In the event of a security event, emergency, or disaster Driver must follow the directions of any Authorised Person and APAM Representative.
- (e) Driver must adhere to the security protocols and policies established by APAM and any relevant policies promulgated by the Department of Infrastructure and Transport (or successor Commonwealth department) and any other applicable Laws pertaining to security at the Airport.
- (f) Driver must not leave a vehicle Unattended within the Airport Boundaries and the Driver acknowledges that doing so may incur an Infringement, result in the vehicle being towed and/or Driver being put on the Blacklist.
- (g) Driver must not leave baggage unattended in the Approved Pick-Up Zone and must take reasonable steps to ensure that passengers do not leave their baggage unattended.
- (h) Driver must immediately report to APAM any of the following occurrences within Airport Boundaries in accordance with the directions in paragraphs (i) or (vii) below:
  - (i) suspicious activity;
  - (ii) persons acting aggressively;
  - (iii) unattended vehicles left in any area that is not designated for parking;
  - (iv) unattended baggage or parcels;
  - (v) unauthorised persons entering restricted areas of the Airport;
  - (vi) persons carrying a weapon or suspected of carrying a concealed weapon; and
  - (vii) other occurrences of a type described in any APAM policy document furnished to Driver (by APAM or by Uber on behalf of APAM) from time to time for the purposes of promoting the security vigilance of Drivers working within the Airport.
- (i) Any occurrences listed in paragraph (h) above which present an immediate threat or risk must be reported to the 000 emergency services call centre, or 131 AFP for the Australian

Federal Police call centre and a follow up call must be made to the Airport emergency line on Ph. 03 9297 1601.

- (j) Any occurrences listed in paragraph (h) above which present non-life threatening emergencies, unattended baggage or Unattended vehicles and other security breaches must be reported to the Airport emergency line on Ph. 03 9297 1601 or to a Landside Security Officer if there is such officer present within the immediate area.
- (k) Vehicles used by Driver within Airport Boundaries:
  - (i) must be roadworthy and comply with relevant Australian legislative requirements; and
  - (ii) must be registered with VicRoads in accordance with legislative requirements, and Driver warrants that its vehicle so complies.
- (l) Driver must:
  - (i) hold a current Australian driver's licence;
  - (ii) carry a valid E-Tag to travel on the metropolitan Melbourne tolling roads; and
  - (iii) meet all of Uber's requirements to access the Digital Network.
- (m) Driver must comply with all relevant safety controls in accessing and using the Designated Areas and immediately:
  - (i) notify APAM of any hazard or requirement arising in connection with a Designated Area;
  - (ii) remedy the hazard, breach or requirement to the satisfaction of APAM if it was caused or contributed to by Driver; and
  - (iii) provide uninterrupted and immediate access to APAM and its employees, agents and contractors as is reasonably required to rectify any threat to health or safety arising in connection with a Designated Area.
- (n) Driver must inform APAM's Representative whenever any of the following incidents occur within Airport Boundaries:
  - (i) any person is injured;
  - (ii) any property is damaged;
  - (iii) any incident which requires a vehicle to be towed;
  - (iv) any customer of Driver falls ill and requires medical attention;
  - (v) there is an altercation between Driver and any other person which requires the intervention of police, APAM staff, landside security personnel or other APAM contractors;
  - (vi) a vehicle operated by Driver breaks down;
  - (vii) a vehicle is not left Unattended within a Designated Area or within any other area within the Airport Boundaries where vehicles must not, in accordance with Airport security protocols, be left Unattended;
  - (viii) a vehicle operated by Driver spills fuel, oil or lubricants onto the surface of any Airport road in such quantity that a cleanup is required;
  - (ix) any vehicle operated by Driver is involved in an accident or otherwise damaged.
- (o) Driver must maintain a standard of behaviour that does not offend the sensitivities of the public who are in the vicinity of any area of the Airport where Passenger Pick-Ups are conducted.
- (p) Driver must:
  - (i) dispose of litter only within the litter bins provided at the Airport or within vehicles;
  - (ii) not use profane language within the public areas of the Airport;

- (iii) not engage in arguments with parking officers, APAM staff members or any other person within the public areas of the Airport;
- (iv) not impede the public access areas of the Airport;
- (v) not do anything at the Airport which may constitute a nuisance, annoyance or danger to any person at the Airport; and
- (vi) not smoke in the Forecourt and any other designated non-smoking areas.
- (q) Driver must not (and must not use spotters to) solicit, tout or seek business from any person at the Airport.
- (r) Driver may only collect passengers from the Airport that have booked transportation using the Digital Network.
- (s) Driver must not 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 APAM or any other person located within Airport Boundaries (Airport Property). If Driver damages any Airport Property, Driver must report the damage immediately to APAM's Representative and APAM may repair the damage, arrange for another contractor or tradesperson to repair the damage, or make arrangements to cover the cost of repairing the damage or replacing the damaged property. Driver must reimburse APAM for the cost of such repair or replacement on demand.
- (t) Driver must not display within Airport Boundaries any advertisement, placard, sign or keybox other than those, the contents, form and location of which have been approved in writing by APAM's Representative.
- (u) Advertising signage on Drivers' vehicles must not be offensive to members of the public or otherwise deemed inappropriate by APAM. APAM may direct a Driver that any vehicle which bears offensive or inappropriate advertising, as determined by APAM in its sole and absolute consideration, be removed from Airport Boundaries until such advertising is removed, covered or otherwise altered in a manner to the satisfaction of APAM.
- (v) Driver consents to APAM's use and disclosure of all information, reports and records (including Personal Information) made available to APAM by Uber or acquired by APAM under or in any way relating to the Driver's use of the Airport.
- (w) Driver must maintain and comply with the conditions of all relevant licences (including a driver's licence and applicable commercial vehicle licences), directions, authorities, accreditations and permissions required by Victorian and Commonwealth law from time to time (subject to relevant transition arrangements following the introduction of the Rideshare Legislation). Driver must also provide proof of currency of such licences, authorities and permissions when requested to do so by an Authorised Person or APAM's Representative.
- (x) Driver must maintain a record of its Passenger Pick-Ups, including client(s) names and service information, such as client(s) pick up and drop off details. Driver must produce this record on request by an Authorised Person for inspection and/or copying.
- (y) Driver must pay all parking fees and other costs that it incurs with Airport Boundaries in relation to its vehicle.
- (z) Driver must not avoid a parking fee that Driver has incurred by tailgating through a Melbourne Airport Car Park exit or entry or in any other way avoid a parking fee that Driver has incurred.
- (aa) Driver agrees to be bound by the terms and conditions of entry to Melbourne Airport Car Parks, currently displayed at each car park entry.
- (bb) Driver must comply with all rules and directions displayed within Airport Boundaries and with any directions given to Driver by an Authorised Person.
- (cc) Driver must not wilfully or negligently cause damage to property or persons.
- (dd) Driver must not be found guilty of, or be serving a sentence in respect of, an indictable offence.



- (ee) Driver must not act in a manner within Airport Boundaries that is inconsistent with Law.
- (ff) Driver must not cause disruption, interference or blockade to the movement of traffic.
- (gg) Driver must drive safely at all times within Airport Boundaries.
- (hh) Driver must not park its vehicle so as to obstruct the free passage of traffic or persons.
- (ii) Driver must obey all signage at the airport and must only park or stand in areas that are designated parking or standing areas.
- (jj) Driver acknowledges and agrees that any failure to comply with this Agreement may result in the Driver being immediately put on the Blacklist without notice.
- (kk) If Driver does not comply with the terms of this Agreement, an Authorised Person or APAM Representative may notify Driver that the Driver is on the Blacklist, in which case Driver must immediately leave the Airport Land (regardless of whether Driver is yet to effect a Passenger Pick-up or a passenger drop off). A notification pursuant to this paragraph may be given verbally by an Authorised Person or APAM Representative and is not required to be given in writing to be effective.

## 5. Blacklisting

- (a) In the event of:
  - (i) a security breach by Driver;
  - (ii) undesirable behaviour by Driver (as determined by APAM acting reasonably);
  - (iii) non-compliance with the terms of this Agreement by Driver;
  - (iv) a serious complaint in respect of Driver's activities at the Airport,APAM may add Driver to the Blacklist and notify Uber in writing.
- (b) Driver acknowledges that it will be prevented from using the App to accept Passenger Pick-Up requests from the Airport until removed from the Blacklist, and while on the Blacklist, will not enter the Airport Land to affect a pick-up of a passenger from within the Airport Boundaries who has requested transport via the Digital Network.
- (c) Driver may only be removed from the Blacklist by or with the written approval of APAM.

## 6. Per Trip Fee

- (a) In consideration of permitting Driver to enter Airport Land for the Approved Purpose, and other obligations of APAM under this Agreement, Driver must pay APAM the Per Trip Fee for each Passenger Pick-Up conducted by the Driver.
- (b) Driver acknowledges that Uber is entitled to collect the Per Trip Fee from the Driver as agent for APAM (including by Uber deducting the Per Trip Fees from amounts payable by Uber to the Driver) and to remit that amount to APAM.

## 7. Changes to payment system

- (a) APAM reserves the right to change from the payment system described in paragraph 6 to a real time payment system using Driver E-tags and licence plate recognition.
- (b) If APAM elects to change to a real time payment system:
  - (i) Driver must do all things reasonably required by APAM to give effect to the change; and
  - (ii) subject to compliance with paragraph 7(b)(i):
    - (A) APAM will charge the Per Trip Fee payable in respect of each Passenger Pick-Up directly to Driver's E-tag; and
    - (B) paragraph 6 will no longer apply.

- (c) Driver acknowledges that Driver will cease to be an Airport Authorised Driver if he or she does not comply with paragraph 7(b).

## 8. Adjustment of Per Trip Fees

- (a) Subject to clause 8(b), unless otherwise agreed by APAM, commencing in 2018, the Per Trip Fee will be adjusted annually on 1 July each year in accordance with the following formula:

$$AF = (PAF \times (CPIB / CPIA)) \text{ plus GST}$$

Where:

AF is the adjusted Per Trip Fee.

PAF is the Per Trip Fee (excluding GST) before the subject CPI adjustment for the applicable year.

CPIA is the CPI index figure at 30 June of the year before the immediately preceding year.

CPIB is the CPI index figure at 30 June of the year immediately preceding the applicable year.

Applicable CPI is the 'All Groups (Melbourne)' Consumer Price Index.

- (b) The Per Trip Fee will only be adjusted where the formula in clause 8(a) results in an increase in the Per Trip Fee.

## 9. Payment terms

All payments under this Agreement, including the Per Trip Fee, shall be paid in Australian dollars.

## 10. Not used

## 11. Change of location

- (a) Driver acknowledges and agrees that APAM may manage and use the Airport as APAM considers appropriate and that APAM may:
- (i) relocate or reconfigure the Approved Pick-Up Zone and/or Holding Area;
  - (ii) alter parts of the Airport or Airport facilities;
  - (iii) redevelop or refurbish any part of the Airport or Airport facilities;
  - (iv) reconfigure use of the Airport Pick-Up Zone (or part thereof) according to Ride Type; or
  - (v) alter access or traffic or parking arrangements at the Airport.
- (b) APAM may close access to or temporarily relocate the Approved Pick-Up Zone or Holding Area without notice for the purposes of managing security, any emergency, road works, catering for the influx of a large number of passengers, to control congestion issues, to manage traffic and passenger flows or for such other reasons as APAM considers appropriate in order to facilitate efficient Airport operations.
- (c) An Authorised Person or APAM's Representative may, in order to control congestion and passenger flows, temporarily relocate the Approved Pick-Up Zone or Holding Area or direct any vehicle to another area on a case-by-case basis without prior notice.
- (d) In making decisions regarding access to or the relocation of the Approved Pick-Up Zone or the Holding Area (on either a permanent or temporary basis) APAM is not obliged to have regard to the impact on Driver's business.

- (e) Driver will not be entitled to make any Claim against APAM for any Losses associated with any maintenance, development or refurbishment of any part of the Airport, the relocation or reconfiguration of the Approved Pick-Up Zone or Holding Area, or the alteration of roads or changes in other traffic management arrangements.

## 12. Goods and services tax

- (a) Words or expressions used in this paragraph 12 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning in this clause.
- (b) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- (c) Despite any other provision in this Agreement, if a party (**Supplier**) makes a taxable supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as '**GST inclusive**'):
  - (i) the consideration payable or to be provided for that supply under this agreement but for the application of this clause (GST exclusive consideration) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier an additional amount equal to the GST payable on the supply (**GST Amount**); and
  - (ii) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- (d) If a payment to a party under this Agreement is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense.
- (e) If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment shall be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.
- (f) If an adjustment event arises in respect of a taxable supply made under or in connection with this Agreement, then:
  - (i) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply, the Supplier will pay an amount equal to that decrease to the Recipient; or
  - (ii) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply, the Recipient will pay an amount equal to that increase to the Supplier; and
  - (iii) the Supplier must issue an adjustment note to the Recipient within 7 days of the adjustment event occurring or otherwise as soon as it becomes aware of the adjustment event; and
  - (iv) any payment under this paragraph 12(f) must be paid to the Supplier or Recipient (as the case may be) within 15 days of the adjustment note being issued by the Supplier.

### 13. Termination

This Agreement terminates automatically on termination of the Driver identification and payment collection agreement between APAM and Uber.

### 14. Application of the Airports Legislation

Driver acknowledges that:

- (a) as part of its responsibilities as lessee and operator of the Airport, APAM is bound to observe and perform the requirements of the Airports Legislation and that any conduct of APAM in such a capacity in the proper exercise of its powers is deemed not to be a breach of any of APAM's covenants under this Agreement;
- (b) APAM may exercise its powers, discretions and obligations under the Airports Legislation insofar as they relate to this Agreement or its rights under this Agreed Method of Operation independently and objectively and without regard to Driver's interests and rights as a party to this Agreement; and
- (c) all rights, powers and remedies conferred on APAM by this Agreement or by Law, express or implied, may be exercised by APAM or by any representative properly authorised to act on APAM's behalf.

### 15. Warranties and representations

Each party represents and warrants to the other party that:

- (a) it has the power to enter into and perform this Agreement;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) the execution, delivery and performance of this Agreement by the party complies with its constituent documents; and
- (d) it is not a trustee of any trust.

### 16. Release and indemnity

- (a) Driver agrees to indemnify APAM, its Related Bodies Corporate and their respective officers, directors, agents and employees, from and against any and all Claims and Losses (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), arising out of or related to:
  - (i) Driver's vehicle;
  - (ii) Driver's performance of this Agreement or exercise of rights granted under this Agreement;
  - (iii) an intentional act or a negligent act or omission of Driver related to this Agreement;
  - (iv) the failure of Driver to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or
  - (v) any breach or default by Driver of any of its obligations under this Agreement.
- (b) Notwithstanding the foregoing, Driver's liability under paragraph 16(a) will be reduced to the extent of any Claims arising out of or related to any negligent act or omission of APAM or its officers, directors, agents, and employees.
- (c) The indemnification obligations of Driver under this Agreement shall survive any expiration or termination of this Agreement.
- (d) Driver acknowledges that APAM is not liable to Driver (or any passengers in Driver's vehicle, 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 Driver's vehicle) and whether arising from default, negligence, misconduct or otherwise by APAM, our employees and agents.

- (e) APAM reserves the right to tow or enter Driver's vehicle and move it where the vehicle has been left unattended or has become a hazard. Driver agrees that APAM has no liability for any loss or damage caused as a result of entering or moving Driver's vehicle.
- (f) APAM collects Driver's Personal Information, to verify Driver's identity, authorisation, accreditation and licensing requirements, to monitor and enforce compliance with these terms and to ensure the safety and security of all users of the Airport. APAM collects your Personal Information from you directly and also from others and through other means, including audio visual surveillance (operated by the Airport and its service providers), police and licensing authorities.

## 17. Driver acknowledgement

Driver acknowledges and agrees that Uber holds the benefit of Driver's acceptance of this Agreement for, APAM', and that APAM may enforce this Agreement directly against Driver or direct that Uber assists APAM in enforcing this Agreement against Driver.

## 18. No guarantee of trade

In entering into this Agreement, Driver does so entirely of its own volition and acknowledges that:

- (a) neither APAM nor any of its Related Bodies Corporate, employees, agents or representatives has made any representation, express or implied, to Uber or Driver as to the volume of trade which may be anticipated by Driver at the Airport;
- (b) APAM will not be liable to Driver for any Loss (including loss of revenue or diminution in the business of Driver) resulting from any relocation, extension, or redesign of the Airport or any other capital works within the Airport, or from any interruption to flight or passenger movements or the movement of transport through the Airport howsoever caused; and
- (c) Driver shares possession of the Designated Areas with the general public, APAM and any person authorised by APAM.

## 19. No exclusivity

Driver acknowledges and agrees that Driver has no exclusive rights to conduct business the same as or similar to all or any part of the business of Driver at the Airport and that APAM has the right, at all times, to arrange with others for similar activities at the Airport.

## 20. Amendments

APAM may vary the terms of this Agreement, at any time and from time to time by notice in writing to the Driver from APAM or Uber on behalf of APAM, effective on the date set out in the notice. Driver accepts any variation when it gives an acceptance of the varied Agreement to Uber on behalf of and for the benefit of APAM. Driver is not permitted to conduct a Passenger Pick-Up following commencement of any variation to this Agreement until this Agreement as varied is accepted by the Driver.

## 21. Assignment

- (a) APAM may Transfer any or all of its rights or obligations under this Agreement to any person that takes over its lease of the Airport or who becomes responsible for the future operations of the Airport.
- (b) The rights of Driver under this Agreement are personal to Driver and may not be assigned by Driver to any person.

## 22. Governing Law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws in force in Victoria.