

MACKAY AIRPORT
Mackay Airport Pty Ltd ACN 132 228 534 (MAPL)
Terms and Conditions for Uber Driver Partners on Airport Land (Ride Share)

Definitions

1. In these Terms and Conditions:

- (a) **Airport Land** means “Mackay 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 MAPL’s website.
- (d) **Ground Access Charge** means those amounts in Schedule 2 of these Terms and Conditions, and which is subject to change as set out in the Ground Access Agreement between MAPL and Uber, 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.
- (e) **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) Terminal Transport Arrivals;
 - (ii) Terminal Transport Departures;

as shown by the plan attached as Schedule 1 to these Terms and Conditions.

- (f) **Ground Transport Operators Holding Area** means any area identified by MAPL 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 MAPL 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 MAPL 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;
- (g) **Ground Transport Passenger** means persons or things carried by Vehicles to or from Airport Land;
- (h) **Reader Tag** means an electronic, magnetic or other reading device provided to you to enable the Ground Access Charge to be collected;
- (i) **Terms and Conditions** means this document;
- (j) **TOPTA** means the *Transport Operations (Passenger Transport) Act 1994*;
- (k) **Uber** means the entity Rasier Pacific Pty Ltd ABN 27 622 365 833 with whom Drivers have contracted in order for Drivers to provide the transportation services to Ground Transport Passengers contemplated by this Agreement.
- (l) **Vehicle** means the vehicle that you operate on Airport Land to provide a transport service;
- (m) **You** are the operator of the Vehicle who intends to operate on Airport Land as a Driver.

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 MAPL.
3. The term of the agreement between you and MAPL 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 MAPL 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 Terminal Building, Ground Transport areas or any other building or area on Airport Land;
 - (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 MAPL 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 Terminal (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. Drivers must not stand or park Vehicles in any Ground Transport Area if all available vehicle standing areas are occupied by other vehicles.

All Ground Transport Drop Off Areas are Stop – Drop – Go Areas and the Ground Transport Arrivals 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.

Drivers must not pick up or drop off Ground Transport Passengers from any part of Airport Land other than a Ground Transport Area, and only for the purposes specified for that relevant Ground Transport Area.

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 MAPL 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 MAPL 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 MAPL 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 respectable customer service standards are provided to Ground Transport Passengers;
- (g) to immediately inform MAPL of any act, matter or thing relating to disturbance or affray, property damage, suspicious conduct on the part of any person, any potential risk, or anything else of which you become aware in connection with Airport Land (or anything taking place thereon) and which MAPL, as the occupier of Airport Land, could reasonably be expected to be interested;
- (h) to be clean and presentable;
- (i) to hold driver authorisation under TOPTA;
- (j) to meet driver authorisation standards as prescribed by TOPTA;
- (k) not to hold yourself out as acting for or on behalf of MAPL in any capacity.

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 MAPL, 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 Uber. Except in the event of emergencies, you are not to contact anyone at MAPL 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 MAPL is entitled to use such footage for any purpose MAPL considers appropriate, including but not limited to monitoring your compliance with these Terms and Conditions. MAPL 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 MAPL 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) MAPL may reconstruct, renovate or relocate the Ground Transport Areas (or any part of them) on a temporary or permanent basis in MAPL's absolute discretion.
 - (b) If MAPL 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, MAPL 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.

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 MAPL's online portal as a Licensee and Driver and have agreed to comply with these Terms and Conditions, once you have been endorsed by Uber and approved by MAPL.
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 MAPL) 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 MAPL 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 MAPL that is programmed to automatically load money to the Reader Tag once the Reader Tag falls below the Defined Floor Limit. The Car Park Kiosk can provide assistance if required on how to access and effectively use that digital platform. User Guides and FAQs are also located on the Mackay Airport Website.

"Defined Floor Limit" means the minimum amount that must at all times be loaded your Reader Tag as agreed by both MAPL and Uber 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 the 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. MAPL acknowledges and agrees that it will not pass on this cost if the emergency option is required because of a failure associated with MAPL's technology systems.

This option is only available in the event of a fault in the system outlined in subclause (c), or otherwise at MAPL'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 10:00am – 1:00pm and 2:00pm – 5:00pm Monday to Friday and 8:00am – 12:00pm on Saturday and Sunday and you acknowledge and agree that these hours are subject to change.

(d) The Reader Tag will be scanned:

- (i) at Terminal Transport Arrivals, at the boom gate that the Vehicle is required to pass to enter Terminal Transport Arrivals;
 - (ii) at Terminal Transport Departures, at the boom gate that the Vehicle is required to pass to enter Terminal Transport Departures;
- (each being a “**Scanning Point**”).

23. When the Reader Tag is scanned at a Scanning Point, MAPL 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 MAPL facility or software is out of order or malfunctioning, then on being provided evidence by Uber of the chargeable trips for the period in which MAPL's facility was out of service, MAPL 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, MAPL 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 MAPL 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 MAPL or one of MAPL'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 MAPL's Authorised Officers.
35. You must comply with any Airport Security Measures (ASMs).
36. You acknowledge that MAPL 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

37. You acknowledge that your entry and activities on Airport Land are conducted wholly at your own risk.

37A Privacy

You are required to read and be familiar with the MAPL Privacy Policy and consent to the use, collection, disclosure, management and retention of your Personal Information in accordance with our Privacy Policy. You acknowledge that your Personal Information may be collected by us and our online booking system, through a third party provider, for the Purposes disclosed on our Privacy Policy (which may be updated from time to time on our privacy policy) and that you will be required to consent to all its uses and disclosures including any disclosure of your Personal Information as captured to third parties including the company you represent/Driver Partners, any insurers, solicitors, or in the event of a court proceedings or court order.

38. You release and discharge MAPL from any and all claims which MAPL 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.

Breach and Termination

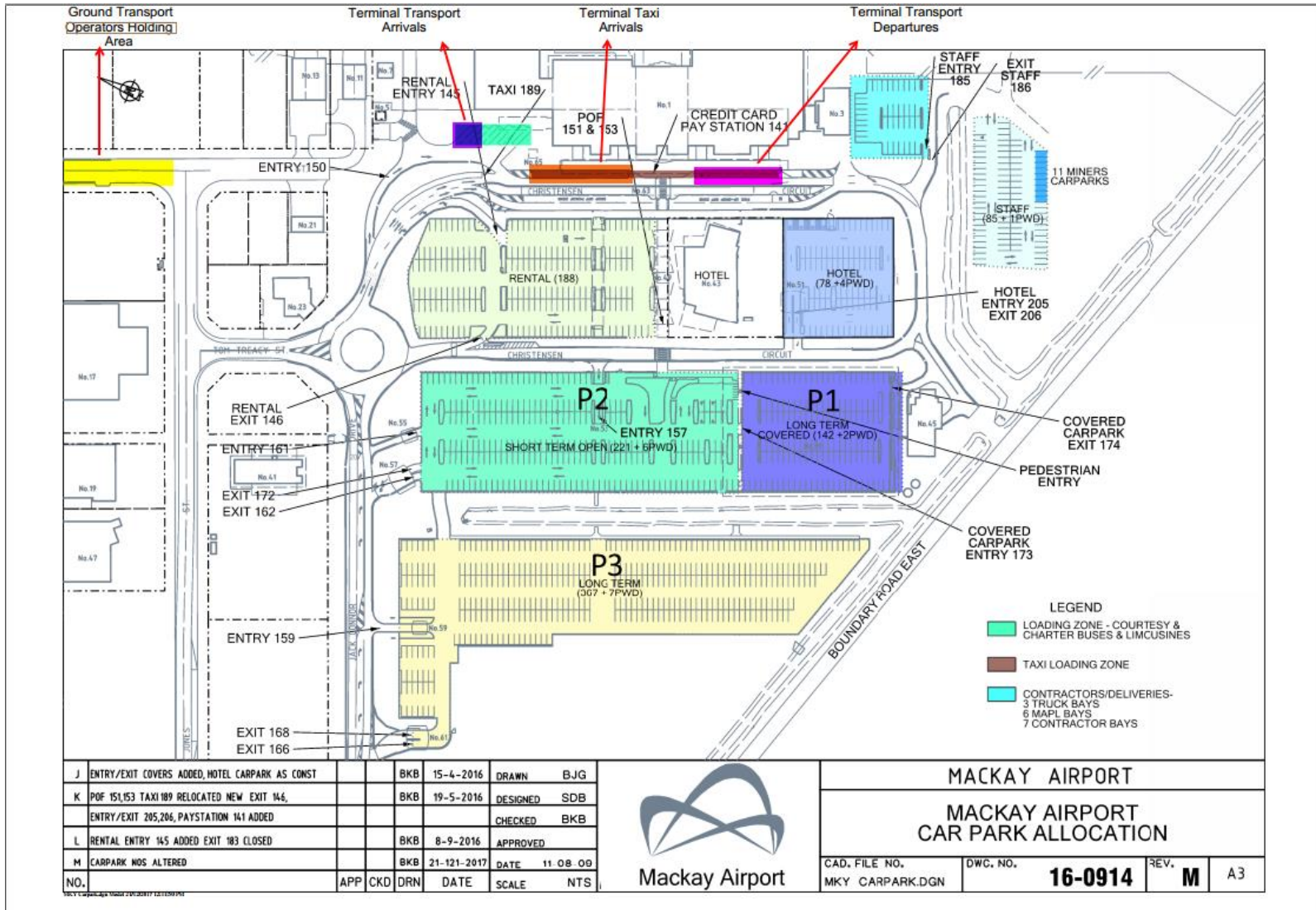
39. In the event of any breach of the above conditions, MAPL may, in its absolute discretion:
 - (a) Suspend your ability to access the Ground Transport Areas temporarily;
 - (b) Cancel your Reader Tag without further reference to you.
40. Notwithstanding the preceding condition, MAPL may, on the provision of one (1) week's notice (or less, in the event of an emergency or serious matter requiring quicker action, and acting reasonably) in writing to you, 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 Agreement between MAPL and Uber comes to an end;
 - (b) the day that your agreement to drive on the Uber platform ends.
41. In the event your access is suspended or cancelled, you will have no claim whatsoever against MAPL because of any loss arising as a result of the suspension or cancellation.

Insurance and Registration Information

42. You must ensure that your Vehicle is covered by compulsory third party motor vehicle insurance in respect of any Vehicle that you operate at Airport Land.
43. You must maintain:

- (a) evidence of currency of any insurance required under this Agreement, at the Commencement Date and present such evidence within a reasonable timeframe on any occasion reasonably required by MAPL, and must immediately notify MAPL 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 your Vehicle at the Commencement Date, and present such evidence within a reasonable timeframe on any occasions reasonably required by MAPL, and must immediately notify MAPL of any change to any Vehicle registration held by you.

SCHEDULE 1 – GROUND TRANSPORT AREAS



SCHEDULE 2 – USE OF GROUND TRANSPORT AREAS

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

| Column 1 | Column 2 |
|--|--|
| Ground Transport Area | Permitted Vehicles |
| Terminal Transport Departures (This is a Stop-Drop Off-Go Area) | Ride Share and Taxi Only |
| Terminal 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 |
| Terminal Taxi Arrivals | Taxi only |

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 |
|--|---|--|
| Passenger Service Vehicle User Type | Drop Offs (Departures) Terminal Transport Departures (This is a drop off area only) | Pick Ups (Arrivals) Terminal Transport Arrivals (This area is a stop, pick up & go area) |
| Limousines | \$2.40 | \$2.40 |
| Courtesy Bus <18 Seats | \$2.30 | \$2.30 |
| Courtesy Bus 19-25 Seats | \$3.30 | \$3.30 |
| Courtesy Bus >25 Seats | \$4.70 | \$4.70 |
| Charter Bus <18 Seats | \$3.30 | \$3.30 |
| Charter Bus 19-25 Seats | \$4.10 | \$4.10 |
| Charter Bus >25 Seats | \$4.70 | \$4.70 |
| Ride Share | \$2.50 | \$2.50 |

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