

COMMERCIAL PASSENGER (BUS) SERVICE TERMS AND CONDITIONS

Subject to the Bus Operator and its drivers, employees and agents complying with these terms and conditions, Melbourne Airport consents to the Bus Operator providing a Commercial Passenger (Bus) Service at Melbourne Airport.

1 General

- (a) The Bus Operator agrees to abide by these terms and conditions
- (b) Subject to clause 1(c), Melbourne Airport reserves the right to amend these terms and conditions from time to time.
- (c) Melbourne Airport reserves the right to amend the fees provided that 30 days' notice is provided to allow for consultation.
- (d) A breach of these terms and conditions may result in:
 - (i) the Bus Operator not being permitted to conduct a Commercial Passenger Service at Melbourne Airport; and/or,
 - (ii) any one or more of the Bus Operator's drivers or other employees or agents not being permitted to enter Melbourne Airport Property for the purpose of conducting any Commercial Passenger 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 Safety Victoria or the Taxi Services Commission), 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 an Authorised Person.
- (c) If the Bus Operator is operating a commercial vehicle designed with thirteen (13) seats and over, including the driver's seat, the Bus Operator must be an accredited operator with Transport Safety Victoria.
- (d) If the Bus Operator is operating a commercial vehicle designed with ten (10), eleven (11), or twelve (12) seats, including the driver's seat, the Bus Operator must be a registered or accredited operator with Transport Safety Victoria.
- (e) A Bus Operator wishing to operate commercial vehicles designed with less than ten (10) seats should refer to Melbourne Airport's VHA and Taxi terms and conditions. Such vehicles are not covered by these Commercial Passenger (Bus) Service terms and conditions.
- (f) A Bus Operator intending to operate in the Regional Bus Permit Areas must be approved to provide regional services by Public Transport Victoria. Melbourne Airport will confirm with Public Transport Victoria that such approval has been obtained prior to issuing a permit sticker.
- (g) A Bus Operator intending to operate in the Crew Bus Permit Areas must be approved to do so by an airline. Melbourne Airport will confirm with the airline that such approval has been provided prior to issuing a permit sticker.
- (h) A Bus Operator intending to operate in the Off Airport Hotels, Car Parking, and Car Rental Permit Areas will be issued permit stickers for that Permit Area.
- (i) A Bus Operator not operating a service outlined above is to operate in the Groups and Charters Permit Areas.
- (j) All vehicles must display a payment receipt or permit sticker (if supplied) in the bottom left corner of the vehicle's windscreen (as viewed from inside the vehicle) at all times while on Melbourne Airport Property. Any permit supplied remains the property of Melbourne Airport at all times.

3 Access and Parking

- (a) The access fees shown in the attached fee schedule are to be paid through an online account at: <https://landside-access.melbourneairport.com.au>
- (b) A Bus Operator's online account should always have a positive balance. It must not have a negative balance for more than fourteen (14) days.
- (c) A Bus Operator must not avoid a parking fee by any means (including, for example, by a driver Tailgating through a Melbourne Airport payment point or obstructing the clear view of the vehicle's licence plate).

- (d) Unless otherwise directed by an Authorised Person, Commercial Passenger (Bus) Service vehicles must not access the elevated road at the Airport. If a Bus Operator's Commercial Passenger (Bus) Service vehicle does use the elevated road without being directed to do so by an Authorised Person, an access fee of \$110 (inc GST) per occurrence will be charged to the relevant Bus Operator's online account.
- (e) Vehicles must not be left unattended in the Forecourt or Ground Transport Hub at any time.
- (f) Baggage is not to be left unattended in the Forecourt of Ground Transport Hub at any time.
- (g) A Bus Operator must at all times follow all relevant guidelines and procedures published at www.melbourneairport.com.au/bus-operators which may be updated from time to time.

4 Conduct on Melbourne Airport Property

- (a) All vehicles must be driven safely at all times, comply with Melbourne Airport signage and comply with directions given by an Authorised Person.
- (b) Drivers or any other employees or agents attending Melbourne 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 Melbourne Airport on behalf of a Bus Operator must not wilfully or negligently cause damage to property or persons.
- (d) Drivers or other employees or agents attending Melbourne Airport on behalf of a Bus Operator must not Tout (or use Spotters to assist in Touting) for the provision of any Commercial Passenger Service to a member of the public.
- (e) Vehicles must be parked in an orderly fashion in the area designated on the relevant payment receipt or permit sticker, and depicted on the map attached to these Terms and Conditions.
- (f) Drivers or other employees or agents attending Melbourne 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.
- (g) A Bus Operator, its drivers or other employees or agents attending Melbourne Airport on behalf of a Bus Operator must not, on Melbourne Airport Property, act in a manner that is inconsistent with applicable laws and regulations of Victoria or the Commonwealth, including but not limited to the *Road Safety Act 1986 (Vic)*, *Road Safety Road Rules 2009 (Vic)*, *Bus Safety Act 2009 (Vic)*, and the *Airport (Control of on-Airport Activities) Regulations 1997 (Cth)*.
- (h) A Bus Operator must not affix advertising to Melbourne Airport property.
- (i) Drivers or other employees or agents attending Melbourne Airport on behalf of a Bus Operator must not Litter anywhere on Melbourne Airport Property.
- (j) Drivers or other employees or agents attending Melbourne 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) A breach of these terms and conditions may result in a Bus Operator being suspended from operating a Commercial Passenger (Bus) Service at Melbourne 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 a Bus Operator is suspended from operating a Commercial Passenger (Bus) Service at Melbourne Airport, Melbourne Airport may require that the Bus Operator return the permit supplied by Melbourne Airport, in which case the Bus Operator must return the permit within the time specified by Melbourne Airport.
- (d) If any of these terms and conditions are breached on three or more occasions within a 12 month period, Melbourne Airport may impose an additional period of suspension or cancellation of the Bus Operators permit 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 Melbourne Airport Property and

provide evidence of such insurance at the request of an Authorised Person.

- (b) A Bus Operator must maintain public liability insurance to the value of AU\$10 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 Passenger (Bus) Service at Melbourne Airport and provide evidence of such insurance at the request of an Authorised Person.

7 Liability

- (a) The Bus Operator shall (except to the extent of any wilful act, omission, negligence or default of Melbourne Airport or an employee or agent of Melbourne Airport) release and indemnify and shall keep indemnified Melbourne Airport, 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;
 - (iii) economic loss suffered by any person, caused or contributed to (but only to the extent caused or contributed to) by:
 - (iv) any act, omission, negligence or default of the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - (v) a danger created by the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - (vi) the operation of any plant, equipment or thing by the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - (vii) any breach of these terms and conditions by the Bus Operator or the Bus Operator's officers, staff, employees or agents;
 - (viii) any other act or thing other than or to the extent of any act, omission, negligence or default of Melbourne Airport or its officers, staff, employees agents or sub-contractors or any third party not within the Bus Operator's direct control, which may arise in relation to the use of the Airport by the Bus Operator or the Bus Operator's officers, staff, employees or agents in the operation of bus services.
- (b) The Bus Operator acknowledges that Melbourne Airport 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 your vehicle) unless arising from negligence or default by Melbourne Airport, our employees and agents.
- (c) Melbourne Airport reserves the right to tow or enter a vehicle and move it where the vehicle has been left unattended or has become a hazard. Melbourne Airport 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 process online account transactions, Melbourne Airport will collect and store a limited amount of personal information - including the business name and address of the Bus Operator, relevant vehicle registrations and a contact person's name, phone number and email address. Such information will be collected and retained for the purposes of managing a Bus Operator's online account and may also be shared with Melbourne Airport's contractors (but not competitors of Bus Operators) for operational purposes. Melbourne Airport will, on request, provide a Bus Operator with access to information it holds about that Bus Operator unless there is an exception which applies

under the Australian Privacy Principles of the *Privacy Act 1988* (Cth). Melbourne Airport may recover reasonable costs of providing access to this information from the Bus Operator making the request.

- (b) Appropriate technology and security policies, rules and measures will be implemented to protect the personal information that Melbourne Airport has under its control from unauthorised access, improper use, alteration, unlawful or accidental destruction and accidental loss.
- (c) For further detail on privacy, please see Melbourne Airport's Privacy Policy at <http://melbourneairport.com.au/privacy-policy.html>
- (d) Any complaints about privacy issues are to be directed to the Company Secretary, Melbourne Airport.

9 Refunds

- (a) If a Bus Operator notifies Melbourne Airport 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 Melbourne Airport is satisfied that an error has occurred.
- (b) Credit on a Bus Operator's account is non-refundable other than if:
 - (i) the online account is closed; or,
 - (ii) the Bus Operator applies in writing stating an error was made in crediting your account, which is confirmed by Melbourne Airport. Written requests are to be sent to Ground Transport, Melbourne Airport, Locked Bag 16, Tullamarine VIC 3043.

10 Contact Us

- (a) Any comments relating to the online booking engine or access to the forecourt or other landside areas of Melbourne Airport should be made in writing to us by email to ground.transport@melair.com.au.

11 Defined terms

"Authorised Person" means an authorised person appointed under regulation 114 of Airports (Control of On-Airport Activities) Regulations 1997 (Cth).

"Bus Operator" means the company providing the Commercial Passenger (Bus) Service at Melbourne Airport and for whose vehicle(s) the permit is being obtained/parking fee being paid.

"Commercial Passenger (Bus) Service" means the operation of one or more buses to provide a service for the transport of passengers by road and has the same meaning as defined in the Bus Safety Act 2009.

"Litter" means the act of polluting land as defined within section 45 of the Environment Protection Act 1970

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

"Melbourne Airport Car Park" means any car park on Melbourne Airport Property.

"Melbourne Airport" means Australia Pacific Airports (Melbourne) PtyLtd ACN 076 999 114.

"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 or charge.

Schedule 1: Outcome of breach of terms and conditions

Term Breached	Result
2(b) Failure to maintain the licences and/or authorities	Suspension applying to the Bus Operator, until such time as licence or authority gained.
3(b) Negative account balance for more than fourteen (14) days	Suspension applying to the Bus Operator, for such time until the balance is placed back into a positive balance
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 company
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

Melbourne Airport Bus Access Fees as of 22 July 2019

Bus Service Type	Flat Rate						End of Flat Rate Fee Period - Forecourt	End of Flat Rate Fee Period - GTH	Congestion Charge per minute	End of Congestion Fee Period - From end of Flat Rate Period	Excess Charge per minute
	Small		Medium		Large						
	10-12 seats no trailer		10 - 12 seats with OR 13-34 seats no trailer		13-34 seats with OR 35 seats and greater						
Single zone	Both zones	Single zone	Both zones	Single zone	Both zones						
Hotels and Off Airport Parking	\$4.18	\$5.18					10 Minutes	5 Minutes	\$0.66	20 Minutes	\$1.88
			\$6.27	\$7.77			15 Minutes	10 Minutes	\$0.66	15 Minutes	\$1.88
Direct Buses	\$4.18		\$6.27		\$12.55		n/a	30 Minutes	\$0.66	10 Minutes	\$1.88
Groups and Charters	\$4.18						10 Minutes	5 Minutes	\$0.66	20 Minutes	\$1.88
			\$6.27				15 Minutes	10 Minutes	\$0.66	25 Minutes	\$1.88
					\$12.55		20 Minutes	15 Minutes	\$0.66	20 Minutes	\$1.88
Crew	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20 Minutes	20 Minutes	\$0.66	20 Minutes	\$1.88

Notes:

- Fees presented in the schedule exclude GST;
- A \$110 access fee applies to Departures Drive adjacent to Terminals 1, 2 and 3;
- A \$5 manual processing fee applies, where license plates are excessively dirty or damaged.