

LANDSIDE VEHICLE AUTHORITY APPLICATION



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Victoria 3043
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Office Use Only

VEHICLE APPLICATION: APPROVED NOT APPROVED

Application Form Complete

Authorised By:..... Date:/...../.....
(for and on behalf of Melbourne Airport)

Accepted By:.....

Authority Issued:/...../.....

Authority expires:/...../..... unless terminated earlier

Authority Processed by:.....

Date:...../...../..... No.

AMOUNT: \$50.00 (Incl. GST) - Pay on collection only

PAYMENT: Cash Chq Credit Card EFT ACC

Receipt No.:..... Date:...../...../.....

VEHICLE REGISTERED OWNER DETAILS

NEW APPLICATION RENEWAL REPRINT

REGISTERED BUSINESS NAME:.....

TRADING NAME:.....

AUTHORISED CONTACT PERSON:.....

BUSINESS ADDRESS:.....

SUBURB:..... POSTCODE:.....

CONTACT No.: (Business):..... (Mobile):.....

CONTACT EMAIL ADDRESS:.....

**As the registered owner of
Victorian Hire Car Registration Number:**.....

CPV LICENCE NO: MH

CPV INSURANCE NO & EXPIRY:

I hereby apply for a Vehicle Authority for Melbourne Airport.

SIGNED BY:..... DATE:...../...../.....

FOR AND ON BEHALF OF REGISTERED VEHICLE OWNER

***PLEASE ALLOW 30 WORKING DAYS FOR PROCESSING**

AT TIME OF APPLICATION:

PLEASE BRING ALONG ORIGINAL OR CERTIFIED COPIES OF YOUR CURRENT COMMERCIAL PASSENGER VEHICLE LICENCE.

APPLICANTS PLEASE NOTE:

- IF AUTHORITY STICKER IS LOST/STOLEN, IMMEDIATELY NOTIFY MELBOURNE AIRPORT ON 9297 1872.
A FEE WILL BE REQUIRED FOR RE-ISSUE.
 - THE AUTHORITY STICKER MUST BE COLLECTED WITHIN 90 DAYS OF APPROVAL.
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VEHICLE AUTHORITY - TERMS AND CONDITIONS

By signing the Application Form and paying the Required Fee you agree to be bound by the following terms and conditions.

The Vehicle Authority permits you or another driver of the Authorised Vehicle to enter Melbourne Airport Property to conduct a Commercial Vehicle Service.

Only vehicles authorised by the Taxi Services Commission to operate at Melbourne Airport will be considered for a vehicle permit. Melbourne Airport will use the TSC register located at <http://www.taxi.vic.gov.au/passengers/taxi-passengers/public-register> to confirm the operational conditions of the vehicle.

Vehicles of an unsuitable height or length to safely operate within the car park building will not be permitted to operate from Melbourne Airport.

In order for a Vehicle Authority to be valid, any driver of the Authorised Vehicle must hold a valid Landside Driver Authority.

Subject to you complying with these terms and conditions, Melbourne Airport consents to providing you with a Vehicle Authority.

1 General

- (a) You acknowledge that any breach of these terms and conditions by you may result in:
 - (i) the suspension of this Vehicle Authority; and/or
 - (ii) the cancellation of this Vehicle Authority; and/or
 - (iii) the confiscation or return of the Vehicle Authority; and/or
 - (iv) the confiscation or return of the driver's Landside Driver Authority; and/or
 - (v) the confiscation or return of the driver's Melbourne Airport Parking Card; and/or
 - (vi) a ban applying to your vehicle, banning it from entering Melbourne Airport Property for the purpose of conducting a Commercial Vehicle Service; and/or
 - (vii) the issuing of a Penalty Infringement Notice.
- (b) The Vehicle Authority is valid only when Melbourne Airport has approved a valid Application Form containing the required information and the Required Fee has been paid.
- (c) Unless suspended or cancelled by Melbourne Airport, the Vehicle Authority is valid only for the time specified in the Application Form, otherwise for a period of 12 months from the date of being issued.
- (d) You warrant that all information you have provided in the Application Form is accurate and correct as at the date of the application.
- (e) The Vehicle Authority remains the property of Melbourne Airport at all times.

2 Permits

- (a) You must obtain an Authorised Vehicle Permit and affix it to bottom left corner of the windscreen (as seen from inside the vehicle) of the Authorised Vehicle on display at all times when on Melbourne Airport Property.
- (b) Vehicle Authorities are not interchangeable or assignable. You must not exchange your Vehicle Authority with any other vehicle.
- (c) You must not tamper, deface, alter or otherwise damage your Vehicle Authority. If your Vehicle Authority is damaged unintentionally, a replacement Vehicle Authority must be obtained immediately.
- (d) You must maintain and comply with the conditions of all relevant licences (including a driver's licence and applicable commercial vehicle licences), directions (including any conditions that are issued by the Taxi Services Commission that apply to you), authorities and permissions required by Victorian and Commonwealth law from time to time.
- (e) You must also provide proof of such licences, authorities and permissions when requested to do so by an Authorised Person.

3 Authorised Vehicle on Melbourne Airport Property

- (a) You must pay all parking fees, fines, or other costs that the Authorised Vehicle incurs on Melbourne Airport Property
- (b) You must ensure that any driver of the Authorised Vehicle has a valid Landside Driver Authority and complies with the terms and conditions of the Landside Driver Authority.
- (c) You must ensure that the Authorised Vehicle is not operated in a manner that is inconsistent with the laws and regulations of Victoria or the Commonwealth that apply to you and the Authorised Vehicle from time to time, including but not limited to the *Road Safety Act 1986 (Vic)*, *Road Safety Road Rules 2009 (Vic)*, *Transport (Taxi-Cabs) Regulations 2005 (Vic)*, and the *Airport (Control of on-Airport Activities) Regulations 1997 (Cth)*.
- (d) You must not Litter.

4 Driving and Parking

- (a) You must ensure that the Authorised Vehicle is not parked so as to obstruct the free passage of traffic or persons on Melbourne Airport Property.
- (b) You must obey all signage at the airport and must only park or stand in areas that are designated parking or standing areas.
- (c) You must only pick-up passengers from the airport from the allocated Permit Zones within the Short Term Car Park building.
- (d) You may drop-off passengers on the Elevated Road or in the public pick-up lanes during busy periods.
- (e) You must not avoid a parking fee that you have incurred by Tailgating through exits or entries; or in any other way avoid a parking fee that you have incurred.
- (f) You must not enter Melbourne Airport Property to conduct a commercial vehicle service without a valid Vehicle Authority.

5 Breach of terms and conditions

- (a) Outcome of breach of terms and conditions: Refer to table in Schedule 1.
- (b) Suspension periods applicable in respect of multiple breaches arising from one incident shall run concurrently.
- (c) If you breach a term and condition which results in a suspension of the Vehicle Authority on three or more occasions within a 12 month period, Melbourne Airport may impose an additional suspension period.

6 Return of Vehicle Authority

- (a) If this agreement is suspended or cancelled, Melbourne Airport may require that you return the Vehicle Authority to **Building 219, corner of Centre Rd and Francis Briggs Rd, Melbourne Airport** within seven (7) days from the date of suspension or cancellation.

7 Liability

- (a) You indemnify Melbourne Airport and agree to keep Melbourne Airport indemnified against all losses which Melbourne Airport may suffer arising from or in any way relating to:
 - (i) a breach of the terms and conditions: and
 - (ii) your vehicle.
- (b) You acknowledge that Melbourne Airport is not liable to you (or any passengers in your 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 your vehicle) and whether arising from default, negligence, misconduct or otherwise by Melbourne Airport, our employees and agents.

VEHICLE AUTHORITY - TERMS AND CONDITIONS (CONTINUED)

Defined terms:

"Application Form" means the application form attached to this document entitled 'Vehicle Authority Application'.

"Authorised Vehicle Permit" means the Authorised Vehicle sticker provided by Melbourne Airport to be affixed to bottom right of the windscreen of the Authorised Vehicle.

"Authorised Vehicle Owner" means the person identified in this Application Form.

"Authorised Vehicle" means the vehicle specified in the Application Form.

"Authorised Person" means:

- (a) any employee of Melbourne Airport and any other person who is appointed by Melbourne Airport to be an authorised person for the purposes of these terms and conditions;
- (b) any employee, agent or contractor of the landside traffic contractor from time to time;
- (c) any authorised officer, agent, or contractor of the Taxi Services Commission; and
- (d) any member of the Victoria Police or Federal Police.

"Commercial Vehicle Service" means the provision of a passenger vehicle, being any motor vehicle which is used or intended to be used for carrying passengers for hire or reward but does not include a bus used to provide a bus service.

"Landside Driver Authority" means the authority provided by Melbourne Airport to individual drivers to enter Melbourne Airport Property for the purpose of conducting a Commercial Vehicle Service.

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

"Melbourne Airport Property" means the land leased, owned and operated by Melbourne Airport from time to time

"Melbourne Airport" means Australia Pacific Airports (Melbourne) Pty Ltd 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).

"Required Fee" means the amount payable to obtain a Vehicle Authority from time to time.

"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.

"Vehicle Authority" means the authority provided by Melbourne Airport to an Authorised Vehicle Owner.

SCHEDULE 1

OUTCOME OF BREACH OF TERMS AND CONDITIONS

Term	Suspension periods (applying to vehicle)
2(a) Visibility of Authorised Vehicle Permit	7 Days suspension
2(b) Interchanging Vehicle Authority	3 month suspension
2(c) Tampering/ damaging Vehicle Authority	6 months
2(d) Maintenance and compliance with conditions of registrations, and authorities.	Suspension until such time as licence or authority gained and sufficient proof provided.
2(e) Proof of licences and authorities	1 month suspension.
3 Maintaining Insurance	Suspension until such time as insurance gained and sufficient proof provided.
4(a) Non-payment of parking fees	1 month suspension continuing until such time until the parking fee is paid.
4(b) Advertising	7 days suspension continuing until such time as the advertising is removed
4(c) Not operating a vehicle with a Landside Driver Authority	Suspension until such time as the Landside Driver Authority is obtained.
4(d) Acting inconsistently with legislation	6 month suspension
4(e) Littering	1 month suspension
5(a) Obstructing traffic	1 month suspension
5(b) Failure to obey the airport parking signage plan	1 month suspension
5(c) Tailgating	12 months suspension
5(d) Conducting a commercial vehicle service without a valid Vehicle Authority	Immediate removal or ejection of the vehicle from Melbourne Airport
6(c) Consecutive breaches	12 months suspension