

LANDSIDE DRIVER AUTHORITY APPLICATION



Locked Bag 16,
Tullamarine,
Victoria 3043
Tel: (03) 9297 1872
Fax: (03) 9297 1397

Office Use Only

APPLICATION: APPROVED NOT APPROVED

Original Drivers Certificate Sighted (copy required)

Original Drivers Licence Sighted (copy required)

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

Date:/...../.....

Accepted By:.....

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

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

Identification Card Processed by:.....

Date:...../...../.....

AMOUNT \$: Pay on Collection only

PAYMENT: Cash Chq Credit Card EFT ACC

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

Returned previously issued Driver Authority

ANY AUTHORITY ISSUED WILL BE IN THE JOINT NAMES OF THE AUTHORISED VEHICLE OWNER AND THE APPLICANT DRIVER

APPLICANT DRIVER DETAILS

NEW APPLICATION \$150 RENEWAL: \$125 DC: EXPIRY DATE:...../...../.....

DATE:/...../..... TEMPORARY APPLICATION: \$25 PER CALENDAR MONTH No. OF MONTHS:.....

FULL NAME:.....

ADDRESS:.....

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

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

EMAIL:.....

I DECLARE THE ABOVE IS TRUE AND CORRECT, AND I UNDERSTAND AND AGREE that if a Landside Driver Authority is granted I will be bound by the Terms and Conditions which appear on this Application, and I also understand that the Landside Driver Authority will permit me to drive vehicles for the Vehicle Owner sponsoring this application only.

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

APPLICANT DRIVER

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

AUTHORISED VEHICLE OWNER DETAILS (APPLICATION SPONSOR)

If this Authorised Vehicle or Driver is being subcontracted or licenced to operate for a third party, please state the name of the company here:

REGISTERED
COMPANY NAME: ABN:

TRADING NAME:

AUTHORISED CONTACT PERSON:

ADDRESS:

SUBURB: POSTCODE:

CONTACT PHONE NUMBER: EMAIL:

VEHICLE REGISTRATION:

For and on behalf of the Company, I APPLY for a Landside Driver Authority for the stated Driver to enter the Airport for the pick up and delivery of pre-booked clients at designated areas at the Airport. **I UNDERSTAND AND AGREE** that if a Landside Driver Authority is granted to this Driver, the Driver and the Company will be bound by the Terms and Conditions which appear on this Application.

SIGNED BY: DATE: / /

FOR AND ON BEHALF OF REGISTERED VEHICLE OWNER

IMPORTANT INFORMATION:

PREREQUISITES:

PLEASE BRING ALONG ORIGINAL OR CERTIFIED COPIES OF THE FOLLOWING ITEMS:

- CURRENT DRIVERS LICENCE
- CURRENT DRIVERS ACCREDITATION CERTIFICATE
- (RETURN CURRENT DRIVERS AUTHORITY FOR EXCHANGE)

APPLICANTS PLEASE NOTE

- IF DRIVER AUTHORITY IS LOST/STOLEN, IMMEDIATELY NOTIFY MELBOURNE AIRPORT ON 9297 1872.
A FEE OF \$50 WILL BE REQUIRED FOR RE-ISSUE.
A DRIVER AUTHORITY WILL ONLY BE RE- ISSUED ONCE, ANY FURTHER REPORTS OF LOST/STOLEN DRIVER AUTHORITIES WILL REQUIRE A NEW APPLICATION.
- THE DRIVER AUTHORITY MUST BE COLLECTED WITHIN 90 DAYS OF APPROVAL

LANDSIDE DRIVER AUTHORITY - TERMS AND CONDITIONS

By signing this Application Form and paying the Required Fee, you and the Authorised Vehicle Owner agree to be bound by the following terms and conditions.

The Landside Driver Authority permits you to enter Melbourne Airport Property in an Authorised Vehicle to conduct a Commercial Vehicle Service.

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

1 General

- (a) You acknowledge that any breach of these terms and conditions by you may result in:
- (i) the suspension of the Landside Driver Authority; and/or
 - (ii) the confiscation or return of the Landside Driver Authority; and/or
 - (iii) the confiscation or return of the Vehicle Authority; and/or
 - (iv) the confiscation or return of the Melbourne Airport Parking Card; and/or
 - (v) a ban applying to your vehicle, banning it from entering Melbourne Airport Property for the purpose of conducting a Commercial Vehicle Service; and/or
 - (vi) the issuing of a Penalty Infringement Notice.
- (b) You and the Authorised Vehicle Owner acknowledge and agree that a breach of these terms and conditions by you resulting in a suspension or cancellation of the Landside Driver Authority will result in the suspension or cancellation of the Vehicle Authority of the Authorised Vehicle Owner for the same period of time.
- (c) You acknowledge that you must have a valid Landside Driver Authority and be driving an Authorised Vehicle displaying a valid permit in order to conduct a Commercial Vehicle Service on Melbourne Airport Property.
- (d) The Landside Driver Authority is valid only when Melbourne Airport has approved a valid Application Form and the Required Fee has been paid.
- (e) Unless suspended or cancelled by Melbourne Airport, the Landside Driver 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 and only for the period during which your Taxi Services Commission Drivers Certificate or Victorian Drivers Licence is valid.
- (f) The Landside Driver Authority remains the property of Melbourne Airport at all times.

2 Permits & Identification

- (a) You must wear and display the Landside Driver Authority, clearly visible, at all times when on Melbourne Airport Property.
- (b) Landside Driver Authorities are not assignable or interchangeable. You must not exchange your Landside Driver Authority with any other driver. If you cease driving for an Authorised Vehicle Owner, the Authorised Vehicle Owner must return the Landside Driver Authority to Melbourne Airport within seven (7) days.
- (c) 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.
- (d) You must also provide proof of such licences, authorities and permissions when requested to do so by an Authorised Person.
- (e) You must maintain a record of your Commercial Vehicle Service activities on Melbourne Airport Property, including client(s) names and service information, such as client(s) pick up and drop off details. You must produce this record on request by an Authorised Person.

3 Parking Fees

- (a) You must pay all parking fees and other costs that you incur on Melbourne Airport Property in relation to your vehicle.
- (b) You must not avoid a parking fee that you have incurred by Tailgating through a Melbourne Airport Car Park exit or entry; or in any other way avoid a parking fee that you have incurred.
- (c) You agree to be bound by the terms and conditions of entry to Melbourne Airport Car Parks, currently displayed at each car park entry.

4 Conduct on Melbourne Airport Property

- (a) You must comply with all rules and directions displayed within Melbourne Airport Property and with any directions given to you by an Authorised Person.
- (b) You must not behave or use language in a manner that is antisocial, threatening, offensive and/or violent.
- (c) You must not wilfully or negligently cause damage to property or persons.
- (d) You must not Tout (or use Spotters to assist in Touting) for the provision of a Commercial Vehicle Service to a member of the public.
- (e) You must only attend the Melbourne Airport building terminal(s) a maximum of 20 minutes prior to your client's flight arrival time.
- (f) You must not be found guilty of, or be serving a sentence in respect of, an indictable offence.
- (g) You must not act in a manner on Melbourne Airport Property that is inconsistent with the laws and regulations of Victoria or the Commonwealth that apply to you 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)*.
- (h) You must not Litter.
- (i) You must not smoke in designated no-smoking areas.
- (j) You must not cause disruption, interference or blockade to the movement of traffic.

5 Driving and Parking

- (a) You must drive safely at all times on Melbourne Airport Property.
- (b) You must not park your vehicle so as to obstruct the free passage of traffic or persons.
- (c) You must obey all signage at the airport and must only park or stand in areas that are designated parking or standing areas.

6 Breach of terms and conditions

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

7 Return of Landside Driver Authority

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

8 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.
- (c) Melbourne Airport reserves the right to tow or enter your vehicle and move it where the vehicle has been left unattended or has become a hazard. You agree that Melbourne Airport have no liability for any loss or damage caused as a result of entering or moving your vehicle.

LANDSIDE DRIVER AUTHORITY - TERMS AND CONDITIONS (CONTINUED)

Defined Terms

In this contract, unless the context otherwise requires:

"Application Form" means the application form attached to this document entitled "Landside Driver Authority Application".

"Authorised Person" means:

- (a) Any officer of Melbourne Airport and any other person who is appointed by Melbourne Airport to be an authorised person for the purpose of these terms and conditions;
- (b) Any employee, agent or contractor of the current forecourt service provider;
- (c) Any authorised officer, agent, or contractor of the Taxi Services Commission; and
- (d) Any member of the Victoria Police or Australian Federal Police

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

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

"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" means Australia Pacific Airports (Melbourne) Pty Ltd ACN 076 999 114.

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

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

"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 fee payable in the Application Form.

"Spotters" mean persons who approach members of the public for the purpose of referring such people to a Commercial Vehicle 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.

"Touting" means making an offer, soliciting or inducing a person to hire a Taxi Service.

"Vehicle Authority" means the authority provided to an Authorised Vehicle owner.

SCHEDULE 1

OUTCOME OF BREACH OF TERMS AND CONDITIONS

Term	Suspension periods (applying to vehicle)
1(c) Conducting a Commercial Vehicle Service without a Landside Driver Authority or vehicle permit	Immediate removal or ejection of the vehicle from Melbourne Airport
2(a) Visibility of Landside Driver Authority	24 hours suspension
2(b) Interchanging Landside Driver Authority	6 month suspension
2(c) Maintenance, compliance with and proof of licences, authorities and VTD directives.	Suspension until such time as licence or authority gained and sufficient proof provided.
2(d) Proof of licences and authorities	1 month suspension
2(e) Maintenance and provision of records	7 days suspension
3(a) Non-payment of parking fees	Until such time until the parking fee is paid.
3(b) Tailgating	12 month suspension
3(c) Failure to comply with Car Park terms & conditions	Up to 6 month suspension or such penalty or fine that may be imposed under the Car Park terms & conditions
4(a) Failure to comply with rules and directions	1 month suspension
4(b) Offensive conduct	12 month suspension
4(c) Damage to property or persons	12 month suspension
4(d) Touting and using spotters	12 month suspension
4(g) Acting inconsistently with legislation	6 month suspension
4(h) Littering	1 month suspension
4(f) Causing interference, disruption or blockade to the flow of traffic	12 month suspension
5(a) Driving unsafely	6 month suspension
5(b) Obstructing traffic	1 month suspension
5(c) Failure to follow the parking/standing signage	1 month suspension
6(b) Consecutive breaches	12 month suspension