Corporate Parking Agreement

By submitting this registration or accessing and parking in the Licensed Area, you agree to be bound by the terms of this Corporate Parking Agreement ('Agreement').

This Agreement commences upon notification to you by Australian Pacific Airports (Melbourne) Pty Ltd ACN 076 999 114 ('us' or 'we') that we have accepted your online registration and grant you access to the Licensed Area on these terms ('Commencement Date').\

Reference Schedule

1	**Licensed Area**	Any available car parking bay within the following car parking areas at the Airport: • T123 Terminal Car Park & T4 Terminal Car Park; • Melbourne Airport Valet; • T4 Premium Car Park; • Value North Car Park & Value South Car Park
2	**License Fee**	As set out in Appendix 1 – Licence Fee
3	**Minimum Annual Spend**	$2,500
4	**Permitted Use**	Parking by Personnel authorised by you in the Licensed Area, provided they use their Pass and abide by the Terms and Conditions located at the entrance of each car park and the terms of this Agreement.
5	**Term**	The period from the Commencement Date until the date that is 12 months from the Commencement Date ('Initial Period') (as may be extended as described below), or earlier upon termination of this Agreement. The Term will automatically extend after expiry of the Initial Period for successive one-month period(s), until such time as either party gives the other party at least 30 days' written notice that it does not wish for the Agreement to continue (in which case the Agreement will end with effect from the start of the month immediately following the expiration of such notice period).

Agreed Terms

1. Grant of licence

(a) We grant you a non-exclusive licence to use the Licensed Area for the Permitted Use during the Term.

(b) The rights granted to you under this Agreement:

i. are contractual rights only and you do not have any tenancy rights or other interest in the Licensed Area; and

ii. cannot be assigned, delegated, transferred, sub-licensed or novated by you.

2. Licence Fee

(a) In consideration for the licence granted in clause 1, you will pay to us the Licence Fee each month.

(b) Subject to clause 2(c), the Licence Fee is calculated according to the duration and location of your use of the Licensed Area, as determined by your use of the Passes. You will be responsible for payment of all fees and charges associated with use of the Passes, irrespective of your internal authorisation processes relating to the Passes.

(c) Where the total Licence Fees payable each year of the Term are less than the Minimum Annual Spend, you will pay us the difference between the amount charges and the Minimum Annual Spend at the end of each financial year.
(d) Any replacement Pass cards will incur an additional fee of $25.00 (ex GST) per Pass ('Replacement Fee').
(e) The Licence Fee applies for up to 50 Passes. Any request for additional Passes is subject to availability and approval by us and will incur additional licence fees, as determined by us.
(f) Licence Fees will be invoiced monthly in arrears and payment terms will be 30 days from date of invoice. Replacement Fees will be invoiced separately.
(g) Default interest, at a rate of 3% per annum above the base rate (from time to time) of Westpac Banking Corporation (or other bank nominated from time to time in writing by us), will accrue as liquidated damages until any overdue amounts are paid.

3. Variation

(a) (a)We may increase the Licence Fees, relocate the Licensed Area or amend these terms and conditions at any time by providing 30 days' written notice to you.
(b) If you do not agree to any changes referred to in clause 3(a), you may terminate this Agreement in accordance with clause 7(a).

4. Your obligations

(a) You will be provided with Passes by our Car Park Service Provider to enable you access to the Licensed Area. Each Pass is personal to you and may only be used by you and your Personnel.
(b) Parking in the Licensed Area is subject to:

i. presentation of a Pass upon entry and exit from the Licensed Area;
ii. your Personnel's adherence to the parking terms and conditions located at the entrance of each car park, on our website or at the office of our Car Park Service Provider; and
iii. compliance with any of our reasonable requirements in relation to the use of the Licensed Area, including the manner, restriction and location of parking in the Licensed Area.

(c) You are responsible for the distribution of Passes to your Personnel and ensuring that Passes are only issued to your Personnel. You must keep a record of each Pass that has been distributed to your Personnel and supply this information to us upon request.
(d) At the end of the Term, you must return all Passes to us.
(e) We may revoke or suspend a Pass at any time without notice to you where we believe that the conditions for the issue and use of Passes have not been met.

5. Liability and indemnity

(a) Parking of vehicles in the Licensed Area is entirely at your own risk and you fully release us and our Personnel from any liability to you, the owner of the parked vehicle or any third party in connection with the use of the Licensed Area, including Loss related to any vehicle or its contents.
(b) If we are required to move your Personnel's vehicle for any emergency or safety requirement, you (on behalf of the vehicle owner) agree to permit us to move the
(c) vehicle and indemnify us for any expenses incurred in doing so and for any loss or damage to the vehicle.
(d) You release and indemnify us and our Personnel at all times against any Loss suffered by us or our Personnel in connection with:

i. loss of, damage to or loss of use of any property;
ii. personal injury or death of any person; and/or
iii. economic loss suffered by any person, to the extent caused or contributed (whether directly or indirectly) by:
iv. any act, error, omission, negligence, default or wilful misconduct of you or your Personnel, including in connection with the use of the Licensed Area; or
v. your use or occupation of the
vi. Licensed Area.

(e) Neither party will be liable for any consequential or indirect Loss suffered or incurred by the other party arising out of or in connection with this Agreement, whether arising under contract, in tort (including negligence) or otherwise.

6. Insurance

(a) You must at your own cost:

i. effect and maintain public liability insurance for an insured amount of not less than $10 million per event and in the aggregate for the Term;

ii. produce upon demand evidence of insurance reasonably acceptable to us; and
iii. effect and maintain employer's liability insurance (including workers compensation insurance) as required by law for the Term and comply with the Accident Compensation Act 1985 (Vic).

7. Termination

(a) Either party may terminate this Agreement for any reason by providing 30 days' written notice to the other party.
(b) We may also terminate this Agreement immediately by notice in writing where:

i. you breach this Agreement and fail to remedy the breach within 10 days' of receiving notice of the breach from us; or
ii. an Insolvency Event occurs.

(c) On termination of this Agreement, you:

i. must pay all outstanding amounts validly invoiced in accordance with this Agreement;
ii. will no longer be permitted to access and use the Licensed Area in accordance with this Agreement (but may continue to use the Airport car park in the ordinary course, subject to applicable terms and conditions); and
iii. if requested by us, must remove from the Licensed Area and the Airport all property (including vehicles) belonging to you or your Personnel.

8. GST

(a) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided or amounts upon which calculations are to be made under or in accordance with this Agreement are exclusive of GST.
(b) If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement.
(c) If this Agreement requires a party to pay for, reimburse or contribute to any expense incurred by another party, the amount required to be paid by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.
(d) A party is not obliged under paragraph (b) or (c) to pay the GST on a taxable supply to it under this Agreement until that party is given a valid tax invoice for the supply.
(e) Expressions used in this clause have the meanings given to them in the GST Act.

9. General Provisions

(a) In this Agreement a reference to:

i. a person includes its legal personal representatives, successors and assigns;
ii. a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
iii. the words 'including', 'for example' or 'such as' are not to be interpreted as words of limitation;
iv. provisions or terms of this document or another document, agreement understanding or arrangement include a reference to both express and implied provisions and terms;
v. this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
vi.
vi. headings are for ease of reference and do not affect interpretation.

(b) An obligation of two or more persons binds them jointly and severally.
(c) This Agreement is governed by and is to be construed in accordance with the laws in force in Victoria.
(d) Each party agrees to bear its own costs in connection with the negotiation, preparation and execution of this Agreement.

10. Definitions

Capitalised words in the Reference Schedule have the meaning provided in the schedule, unless otherwise defined below.

(a) 'Airport' means the airport operated by us.
(b) 'Car Park Service Provider' means any company or person that we have appointed to operate and manage the Licensed Area.
(c) 'GST' means GST within the meaning of the GST Act.
(d) 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999.
(e) 'Insolvency Event' means you:

i. become bankrupt;

ii. enter into a deed of arrangement or composition for the benefit of creditors:
iii. enter into a scheme of arrangement with your creditors or any class or classes of them;
iv. go into liquidation;
v. are wound up or dissolved or have an application made for your winding up or dissolution;
vi. go into voluntary administration;
vii. have an agent in possession or a receiver and/or manager or an administrator appointed to the whole or any substantial part of your assets;
viii. become insolvent; or
ix. have any payments due to us outstanding for more than 30 days.

(f) 'Licence Fee' means the fee payable in respect of this licence, as set out in Item 2 of the Reference Schedule and calculated in accordance with clause 2 of this Agreement.
(g) 'Loss' means any loss, damage, liability, charge, expense, penalties, interest, fines, outgoing payment or cost (including all legal and other professional costs) of any nature or kind.
(h) 'Pass' means a parking pass issued to you by us or our Car Park Service Provider permitting you to use the Licensed Area.

i. 'Personnel' means employees, staff, personnel, agents or contractors.

Appendix 1

Duration	Value North Car Park	Value South Car Park	T123 Terminal Car Park	T4 Terminal Car Park	T4 Premium Car Park	Melbourne Airport Valet
0-15 mins	$17.00	$17.00	Free	Free	$23.80	$41.65
15-30 mins	$17.00	$17.00	$15.30	$15.30	$24.65	$41.65
30-59 mins	$17.00	$17.00	$15.30	$15.30	$24.65	$41.65
1-2 hr	$17.00	$17.00	$28.90	$28.90	$48.45	$58.65
2-3 hr	$17.00	$17.00	$41.65	$41.65	$73.10	$75.65
3 - 4 hr	$17.00	$17.00	$45.90	$45.90	$73.10	$75.65
4 - 6 hr	$17.00	$17.00	$45.90	$45.90	$73.10	$84.15
6 - 23 hr	$17.00	$17.00	$45.90	$45.90	$73.10	$84.15
1 day	$17.00	$17.00	$52.70	$52.70	$79.90	$88.40
2 days	$34.00	$34.00	$105.40	$105.40	$159.80	$176.80
3 days	$51.00	$51.00	$158.10	$158.10	$239.70	$265.20
4 days	$68.00	$68.00	$210.80	$210.80	$319.60	$353.60
5 days	$85.00	$85.00	$263.50	$263.50	$399.50	$442.00
6 days	$102.00	$102.00	$316.20	$316.20	$479.40	$530.40
7 days	$119.00	$119.00	$368.90	$368.90	$559.30	$618.80
8 days	$136.00	$136.00	$421.60	$421.60	$639.20	$707.20
9 days	$153.00	$153.00	$474.30	$474.30	$719.10	$795.60
10 days	$170.00	$170.00	$527.00	$527.00	$799.00	$884.00
11 days	$187.00	$187.00	$579.70	$579.70	$878.90	$972.40
12 days	$204.00	$204.00	$632.40	$632.40	$958.80	$1,060.80
13 days	$221.00	$221.00	$685.10	$685.10	$1,038.70	$1,149.20
14 days	$238.00	$238.00	$737.80	$737.80	$1,118.60	$1,237.60
extra day	$17.00	$17.00	$52.70	$52.70	$79.90	$88.40

Note: Rates include GST. 15% discount excludes Value Car Parks.