



APPLICATION Vehicle Authority



VEHICLE REGISTERED OWNER DETAILS

NEW APPLICATION RENEWAL CURRENT VEHICLE AUTHORITY NO: _____

REGISTERED BUSINESS NAME: _____

TRADING NAME: _____

AUTHORISED CONTACT PERSON: _____

BUSINESS ADDRESS: _____

SUBURB: _____ POSTCODE _____

CONTACT NUMBER: _____

(BUSINESS)

(MOBILE)

CONTACT EMAIL ADDRESS: _____

As the registered owner of Victorian Hire Car Registration Number _____

CPV LICENCE NO: MH

I hereby apply for a Vehicle Authority for Melbourne Airport.

Signed by: _____ Date ____/____/____

FOR AND ON BEHALF OF REGISTERED VEHICLE OWNER

[OFFICE USE ONLY]

VEHICLE APPLICATION APPROVED / NOT APPROVED

AUTHORITY FEE PAID: YES / NO

Authorised by _____ for and on behalf fo Melbourne Airport. Date: _____

Authority commences: ____/____/____ and expires on ____/____/____ unless terminated earlier.

Windscreen Sticker issued by: _____ Date: ____/____/____ No:

CPV Licence Sighted Vehicle Registration Sighted

Insurance Sighted

Mode of payment Cash Cheque Credit Card Receipt No: _____ Amount:

\$ _____

* Please allow 25 working days for processing

TERMS AND CONDITIONS - AUTHORISED VEHICLE

1. This Authority permits the Applicant to use the Authorised Vehicle to pick up and drop off pre-booked clients at Designated Areas at the Airport, subject to the terms and conditions set out below. It does not give any other authority whatsoever. This Authority does not confer upon the Applicant any right of sole or exclusive occupation of any Designated Area by the Authorised Vehicle.
2. This Authority is only valid if the approval of Melbourne Airport has been endorsed on the application form and the Authority Fee paid. Melbourne Airport reserves the right to vary the Authority Fee from time to time. Melbourne Airport also reserves the right prior to approval to make any enquiries and relevant checks into the Applicant in order to satisfy Melbourne Airport's reasonable requirements.
3. The Applicant must comply in all respects with these terms and conditions of this Authority and any Security Rules and laws which apply to the Airport from time to time.
4. The Applicant must:
 - (a) obtain an approved Authority sticker from Melbourne Airport and ensure that this sticker is affixed in a clearly visible position on the bottom right left corner of the windscreen of the Authorised Vehicle;
 - (b) not permit the window sticker to be affixed to any vehicle other than the vehicle for which it is authorised;
 - (c) maintain at all times a current VicRoads vehicle registration for the Authorised Vehicle, all licences, authorities and permissions required by Victorian law to operate as a Hire Car;
 - (d) ensure that the Authorised Vehicle is covered by **third party property insurance, to the value of \$5 million** for each and every event arising from the use of the Authorised Vehicle at the Airport;
 - (e) not erect or place any advertisements on the Authorised Vehicle when operating at the Airport;
 - (f) ensure that the Authorised Vehicle parks or stands only in the Designated Areas;
 - (g) pay all applicable parking fees where required - failing to pay such fees may result in the Authorised Vehicle being removed by Melbourne Airport (in addition to suspension or cancellation of this Authority);
 - (h) ensure that any driver of the Authorised Vehicle at Melbourne Airport has a current Drivers Authority from Melbourne Airport and wears proof of the Driver's Authority at all times;
 - (i) strictly comply with any conditions issued by the Victorian Taxi Directorate that are specific to their Vehicle Licence; and
 - (j) comply with all laws applicable to the Applicant in connection with the use of the Authorised Vehicle.
5. Melbourne Airport may immediately suspend the Authority if the Applicant:
 - (a) breaches any of these terms and conditions;
 - (b) does not comply with any of the terms and conditions of the Driver Authority; or
 - (c) is charged with an Offence.

Any such suspension may be for a specific period specified by Melbourne Airport.
6. Melbourne Airport may immediately cancel the Authority if the Applicant:
 - (a) breaches any of these terms and conditions;
 - (b) does not comply with any of the terms and conditions of the Driver Authority; or
 - (c) is convicted of an Offence.

If this Authority is cancelled, Melbourne Airport may specify a period of time before the Applicant is eligible to apply for another Authority.

7. Melbourne Airport may immediately suspend or cancel the Authority by providing written notice to the Applicant. Service of this notice will be effective by leaving the written notice in the drivers presence. Such suspension or cancellation will be without prejudice to any remedies available to Melbourne Airport for any antecedent breaches. No portion of any fees paid in relation to this Authority will be refunded in the event of such suspension or cancellation.

8. This Authority is for the sole use of the Applicant and relates solely to the Authorised Vehicle and cannot be assigned to or used by any other person or vehicle.
9. An expiring Authority must be returned to Melbourne Airport before a renewed permit will be issued. If a Vehicle Authority is lost or stolen, the Vehicle Owner must immediately notify Melbourne Airport. A re-issue fee will be charged.
10. Melbourne Airport is collecting the information required on this application form for the purposes of considering the application, communicating with the Applicant and, if the application is accepted, managing Melbourne Airport's relationship with the Applicant. Melbourne Airport may disclose this information (including, if the Applicant is an individual, personal information of the Applicant) to any Authorised Person. If the Applicant is an individual, the Applicant may seek access to personal information Melbourne Airport holds about him or her by contacting Melbourne Airport on 9297 1600.
11. The Applicant will indemnify and keep indemnified Melbourne Airport, its officers, employees and agents ("**those indemnified**") from and against any loss, damage, expense (including legal costs) or liability incurred or sustained by those indemnified as a result of or in connection with:
 - (a) any breach of the terms and conditions of this Authority by the Applicant or the negligence of the Applicant;
 - (b) any claim or action by any person against those indemnified arising from any breach of the terms of this Authority or by the Applicant or the intentional or negligent acts or omissions of the Applicant or the Applicant's or the Authorised Vehicle's entry upon, use and/or occupation of the Airport; or
 - (c) any settlement of any claim referred to in paragraph (b) above.

These indemnities will survive the expiration of this Authority.

12. This Authority commences and expires on the dates specified in the approved application unless earlier cancelled by Melbourne Airport.
13. The Authority sticker remains the property of Melbourne Airport. If this Authority is suspended or cancelled the Applicant must surrender the Authority sticker to Melbourne Airport immediately upon demand. Failure to surrender the Authority sticker may result in further action being taken in order to recover Melbourne Airport property. When renewing the Authority, the current Authority sticker must also be returned prior to Melbourne Airport issuing a new Authority.
14. Any application for an Authority following the cancellation of a previous Authority issued to the Applicant will attract the full fee payable for that application.
15. The approved Authority sticker remains the property of Melbourne Airport. If the Vehicle Authority is suspended or cancelled the Authorised Driver must surrender the approved Authority sticker to Melbourne Airport immediately upon demand. Failure to surrender the approved Authority sticker may result in further action being taken in order to recover Melbourne Airport property.
16. In providing services to passengers, the Applicant may collect "personal information" of passengers under the *Privacy Act 1988* (for example, a passenger's name, contact details and flight details). If so, the Applicant must disclose to the passenger at or before the time the information is collected, or if that is not practicable, as soon as possible thereafter:
 - (a) the identity of the Applicant, or if the Applicant is an employee, the identity of the Applicant's employer, and how to contact the Applicant or the Applicant's employer (as applicable);
 - (b) the purposes for which the information is collected (ie in order to provide the service);
 - (c) the organisations or types of organisations to whom the Applicant or the Applicant's employer (as applicable) may disclose that information (including Melbourne Airport and its contractors and tenants, Melbourne Airport traffic control officers, Australian Federal Police and the Victorian Taxi Directorate in order to verify that the booking is genuine);
 - (d) the main consequences if the passenger does not provide that information (ie the service cannot be provided);
 - (e) the fact that the passenger may seek access to personal information which the Applicant or the Applicant's employer (as applicable) holds about them; and

- (f) the fact that the passenger may seek access to personal information which Melbourne Airport or the other organisations listed in paragraph (c) above holds about them by contacting Melbourne Airport on 9297 1600 or by contacting those other organisations directly.

These details may be provided verbally, on a printed form, on a notice in the vehicle or by any other means that is effective in communicating these details to the passenger.

17. The Applicant acknowledges that
- (a) subject to clause 20, Melbourne Airport gives or makes no express or implied warranty or representation to the Applicant as to the volume of business which might be anticipated by the Applicant in connection with this Authority or the availability, standard and location of facilities (including Designated Areas) provided at the Airport; and
 - (b) this Authority does not involve the grant of any exclusive right to the Authorised Vehicle at the Airport and Melbourne Airport may grant rights of the same or similar kind to third parties or may itself operate the same or similar businesses from the Airport.
18. The Applicant warrants that it has made and relied on its own enquiries in relation to matters relevant to its decision whether or not to apply for this Authority and be bound by these terms and conditions, and the Applicant expressly agrees and acknowledges that it has not relied on any representation, warranty or undertaking (except as expressly contained in this Authority) given by Melbourne Airport, its officers, employees, agents or consultants in determining whether or not to enter into this Authority.
19. The Applicant warrants that all information it provides on the application form attached to these terms is accurate and correct as at the date the application is made.
20. Nothing in these terms and conditions will limit any warranty or condition which is implied in this Authority by operation of statute which cannot be excluded. Melbourne Airport's liability under any such warranty or condition will be limited, where permissible by the relevant statute, to (in the case of a supply of goods) replacing or repairing the goods or paying the cost of replacing or repairing the goods or (in the case of a supply of services) supplying the services again or paying the cost of having the services supplied again.
21. To the maximum extent permitted by law, Melbourne Airport excludes all liability in contract or in tort (including negligence) or otherwise, for any loss or damage (including indirect, special and consequential loss or damage) which may be suffered or incurred by the Applicant or which may arise directly or indirectly in respect of any decision by Melbourne Airport to grant or not to grant or to cancel this Authority or any act or omission by Melbourne Airport in relation to this Authority.
22. In these terms and conditions, unless the context otherwise requires:

"Airport" means Melbourne Airport.

"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 Victorian Taxi Directorate; and
- (d) any member of the Victoria Police or Federal Police.

"Authorised Vehicle" means the vehicle specified on this application form attached to these terms.

"Authority Fee" means the amount notified by Melbourne Airport in writing from time to time as the fee payable in consideration for the grant and continuance of this Authority.

"Authority" means this written authority incorporating these terms and conditions.

"CPV Licence" means a Commercial Passenger Vehicle Licence issued by the Victorian Taxi Directorate.

"Designated Areas" means those facilities and/or parts of the Airport which are designated by Melbourne Airport as for the purpose of picking up and dropping off passengers by Authorised Vehicles.

“Driver Authority” means a written authority under which Melbourne Airport authorises a driver to enter the Airport in an Authorised Vehicle for the purpose of picking up and dropping off passengers, including the terms and conditions of that authority.

“Hire Car” means a vehicle licenced by the Victorian Taxi Directorate as a hire car or other commercial passenger vehicle.

“Melbourne Airport” means Australia Pacific Airports (Melbourne) Pty Ltd ACN 076 999 114.

“Offence” means charged with any offence by the Police or failure to comply with any legislation or regulation enforced by the Victorian Taxi Directorate.

“Security Rules” means those requirements established from time to time by Melbourne Airport as being essential to the security and safety of the Airport .

Words importing a gender include any other gender.

Words in the singular number include the plural and words in the plural number include the singular.

AT TIME OF APPLICATION

PLEASE BRING ALONG THE FOLLOWING ITEMS:

- PROOF OF CURRENT INSURANCE (\$5,000,000 Public Liability)**
- CURRENT CERTIFICATE OF REGISTRATION**
- VICROADS PROOF OF PAYMENT OF CURRENT CERTIFICATE OF REGISTRATION (any other form will not be accepted)**
- CURRENT COMMERCIAL PASSENGER VEHICLE LICENCE**
- CURRENT AUTHORITY STICKER**
- VICTORIAN TAXI DIRECTORATE LICENCE CONDITIONS FOR SV VEHICLES, DETAILING OPERATING CONDITIONS**

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.