

Standard Conditions for the supply of Goods and/or Services to Adelaide Airport and/or Parafield Airport

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

AAL Procedures means the policies, plans, manuals, procedures relevant to the Goods and/or Services published by AAL (including online at <https://www.adelaideairport.com.au/corporate/about-us/working-adelaide-airport/>) as updated from time to time, which shall include (but not limited to) those documents specified in the Purchase Order;

Airport means (as is required in the context of the Purchase Order) either Adelaide Airport or Parafield Airport, or both;

Agreement means the conditions set out in these Standard Conditions and in the Purchase Order;

Business Critical Data has the meaning given to that term in the *Security of Critical Infrastructure Act 2018* (Cth);

Business Day means a day which is not a Saturday, Sunday or public holiday (whole or in part) in Adelaide, South Australia;

Chain of Responsibility means any and all matters relating to driver fatigue, vehicle mass and dimension, load securing, speed, transport activities and/or and other matter relating to the safe operation of vehicles;

Confidential Information means whether or not in material form, all information relating to the business dealings, contracts, customers, computer operations and marketing, sales and business plans and financial data of the Principal and any Related Body Corporate of the Principal and includes Principal Data;

Contractor means the person named on the Purchase Order as the supplier of the Goods and/or Services to the Principal;

Contractor's Personnel means a person who carries out any works or services in any capacity for the Contractor, including as an employee, contractor, consultant, subcontractor, agent, employee of a contractor, employee of a consultant, employee of a subcontractor, an apprentice, trainee, work experience student or volunteer and includes the Key Persons;

Critical Infrastructure Assets means the assets of the Principal listed in the Purchase Order (if any) that the Contractor will have access to or control over;

Data Breach means unauthorised access to, unauthorised disclosure of, or loss of, Personal Information held by an entity;

Defective includes errors, faults and Goods and/or Services that are not in conformity with this Agreement, and in the case of Goods includes defective design, performance, workmanship, make up or are the subject of a product recall;

Equipment means the equipment supplied by or necessary for the Contractor for the purpose of performing the Services and/or delivering the Goods in accordance with this Agreement;

Fees means the price payable for the Goods and/or Services as specified in the Purchase Order;

Good Industry Practices means those practices, methods and acts engaged in or undertaken by a diligent, prudent, skilled and experienced operator in the same industry as the Contractor;

Goods means the goods to be provided by the Contractor to the Principal as set out in the Purchase Order;

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Insolvency Event means in relation to a party any of the following events:

- (a) where the Contractor is a company - if there is appointed or if steps are taken to appoint a liquidator, receiver, manager, controller or an administrator over the whole or any part of its affairs;

- (b) where the Contractor is an individual – if it enters into a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs.

Intellectual Property Rights means:

- (a) patents, trade marks, service marks, rights in designs, trade names and copyrights (including future copyright), in each case whether registered or not, and any applications for registration of any of them;
- (b) rights under licences and consents in relation to any of them; and
- (c) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world;

Key Persons means the person(s) specified in the Purchase Order (if any);

KPI means the key performance indicators specified in the Purchase Order (if any);

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Commonwealth Criminal Code* and any law, rule or other legally binding measure of Australia which creates similar offences to those set out in Divisions 270 and 271 of the *Commonwealth Criminal Code*;

Modern Slavery means trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour or services; or the worst forms of child labour (meaning situations where children are subjected to slavery or similar practices, or engaged in hazardous work);

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth) (or where context requires, other relevant law);

Principal means Adelaide Airport Limited (ABN 78 075 176 653), Parafield Airport Limited (ABN 68 075 176 608), New Terminal Financing Company Pty Ltd (ABN 56 094 891 102), New Terminal Construction Company Pty Ltd (ABN 35 094 891 077) Adelaide Airport Vickers Vimy Exhibition Limited (ABN 56 094 891 102) or Adelaide Airport Management Limited (77 077 201 131) as set out in the Purchase Order;

Principal Contractor means any contractor appointed as principal contractor at the Site in accordance with the *Work, Health and Safety Act 2012* and any regulations made under the *Work, Health and Safety Act 2012*.

Principal Data means all data (including metadata) and information relating to the Principal and the operations, facilities, clients, personnel, assets and programs of the Principal, including Personal Information, in whatever form that information may exist and whether created, captured, collected, entered into, stored in, generated by, controlled, managed, retrieved, transferred, transmitted, printed, processed or produced as part of carrying out the activities of the Contractor in performance of the Services;

Project means any project which the Goods or Services form part;

Purchase Order means any purchase order (whether in electronic or written form) issued by or on behalf of the Principal to the Contractor for the supply of Goods and/or Services by the Contractor and each schedule and document accompanying the Purchase Order and includes the Quote;

Quote means the Supplier's quotation for the supply of Goods and/or Services under this Agreement;

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth);

Reports means the reports to be provided by the Contractor to the Principal in accordance with clause 4.6 of these Standard Conditions;

Services means the services to be performed by the Contractor, as set out in or reasonably inferred from the Purchase Order, and any services necessarily incidental to them;

Site means the location Services are to be performed or Goods are to be delivered made available by the Principal for the purposes of this Agreement and includes the Principal's on site delivery point as specified by the Principal in writing;

Specifications means the specifications (if any) set out in the Purchase Order;

Standard Conditions means the conditions set out in this document;

Term means the period for supplying the Goods and/or Services specified in the Purchase Order, or where this is not specified, commences from the date of the Purchase Order and continues until the supply of Goods and/or Services is completed;

Warranty Period means the period specified in the Purchase Order (if any); and

Working Hours means the hours stated in the Purchase Order, directed by the Principal or normal working hours at the Site.

1.2 Interpretation

- (a) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.
- (b) To the extent of any inconsistency between these Standard Conditions and the Purchase Order the conditions in the Purchase Order will prevail.
- (c) If a party to an Agreement comprises two or more individuals those individuals shall be bound by the obligations under the Agreement jointly and severally and any benefits under this Agreement will accrue to those individuals jointly.

2 Effectiveness of this document

These terms come into effect on 21 May 2024.

3 Formation of Agreement

- (a) A binding contract will be formed on the terms of the Agreement upon the acceptance of the Purchase Order by the Contractor, which may be communicated in writing, verbally or by an act of acceptance.
- (b) The Principal is not liable to pay the Contractor for any goods and/or services supplied to the Principal unless they are set out in an issued Purchase Order.

4 Supply of Goods and/or Services

4.1 Supply of the Goods and Services

The Contractor must ensure that:

- (a) the Goods and/or Services are supplied in accordance with the terms and conditions of the Agreement;
- (b) all Goods meet the description, specifications and quality standards set out in the applicable Purchase Order, are new, of merchantable quality, made of good materials and workmanship, and free from defects;
- (c) all Goods are fit for the purpose for which goods of the same kind are commonly supplied and any purpose which the Principal makes known to the Contractor, and are accompanied by any necessary instructions, technical documents, operating and service manuals and applicable warranties;
- (d) it performs the Services in a timely manner, with all necessary skill, care and diligence, in accordance with Good Industry Practices and to the reasonable satisfaction of the Principal;
- (e) it performs its obligations in accordance with:
 - (1) this Agreement and all reasonable directions of the Principal;
 - (2) all applicable laws, rules, regulations, licences, permits, approvals, industry standards and safety standards;
 - (3) all policies and procedures of the Principal, acting reasonably and to the extent necessary to protect its legitimate business interests, notified to the Contractor from time to time, including the AAL Procedures; and
 - (4) to the minimum standard required by each KPI;

- (f) it has or will obtain all necessary licenses, permits and approvals to undertake all duties and obligations under this Agreement;
- (g) it takes all necessary steps to ensure that it is fully informed of and complies with the AAL Procedures; and
- (h) it provides all necessary Equipment, materials and labour that may be required to supply the Goods and/or Services.

4.2 Additional requirements for the supply of Goods

- (a) Goods must be packed and marked in accordance with the Principal's instructions and any statutory requirements. All Goods must be clearly labelled with printed, legible labels. All Goods must be accompanied by packing slips describing the Goods.
- (b) The Contractor must deliver the Goods in the quantity, at the time and to the Site delivery point specified by the Principal in the Purchase Order or in accordance with any instructions notified by the Principal. The Contractor must ensure that the Goods are protected against all damage and deterioration during transportation.
- (c) Title to and risk in the Goods passes to the Principal when the Principal has accepted the Goods in accordance with clause 4.8.

4.3 Contractor's Personnel

- (a) The Contractor must ensure that the Contractor's Personnel engaged in the supply of the Goods and/or Services:
 - (1) have undertaken all training and inductions required by the Principal before performing the Services;
 - (2) are competent and professional with qualifications and experience appropriate to ensure full and proper performance of the supply of the Goods and/or Services in accordance with this Agreement;
 - (3) comply with the provisions of all applicable statutes, rules, regulations and industry and safety standards;
 - (4) perform their duties with care, skill and diligence;
 - (5) maintain good housekeeping and ensure that the Site is kept tidy, clean and clear and dispose of all waste generated by the Contractor's activities on Site;
 - (6) carry proper identification when on the Site;
 - (7) wear appropriate protective personal equipment; and
 - (8) report all occupational health and safety incidents to the Principal immediately (including lost time injuries, medically treated injuries, first aid injuries, near miss events and hazards that could have the potential to cause injury).
- (b) If the Principal, acting reasonably and to the extent necessary to protect its legitimate business interests, gives notice to the Contractor that a member of the Contractor's Personnel is unacceptable to the Principal in its sole discretion, the Contractor must take immediate steps to remove the person and provide an alternative person acceptable to the Principal.
- (c) The Contractor must use its best endeavours to ensure that the Key Person(s) allocated to the performance of the Services (if any) are employed or engaged by the Contractor in order to undertake the performance of the Services (or the performance of the nominated duties and responsibilities in respect of the Services) in accordance with the Contractor's obligations under the Agreement.

4.4 Contractor's Equipment

- (a) The Contractor must take all reasonable steps to ensure that the Contractor's Personnel operate all Equipment according to the manufacturer's specifications and in compliance with any relevant laws.

- (b) The Contractor must ensure that all Equipment:
 - (1) is properly manufactured, of merchantable quality and fit for the purpose for which it is intended;
 - (2) is maintained and operated in a way to ensure the Services are performed safely;
 - (3) complies with all relevant laws and Australian industry and safety standards; and
 - (4) is inspected and tested to ascertain it is safe and fit for purpose before use at the Site and appropriate records are kept of such inspection and testing.
- (c) The Principal, acting reasonably and to the extent necessary to protect its legitimate business interests, may at any time direct the Contractor to cease using an item of Equipment to supply the Goods and/or Services, or to remove an item of Equipment from the Site, and the Contractor will comply with such direction at the Contractor's expense.
- (d) The Equipment will be at the Contractor's risk while at the Site. The Contractor will be responsible for the security of all items of the Equipment while at the Site.

4.5 Cooperation and coordination

In the supply of Goods and/or Services, the Contractor must:

- (a) as directed by Principal:
 - (1) cooperate with the employees, agents, tenants, contractors and consultants of the Principal; and
 - (2) ensure that its activities under this Agreement are coordinated with the activities of the employees, agents, tenants, contractors and consultants of the Principal;
- (b) if the Principal informs the Contractor that Services form part of a Project, keep itself informed as to the extent and nature of the whole of the work being undertaken in connection with the Project (including the work of all agents, tenants, contractors and consultants of Principal), as relevant so as to ensure that the Services being provided by the Consultant pursuant to this agreement are integrated and coordinated into the Project as a whole.

4.6 Records and reporting

- (a) The Contractor must keep accurate records relating to the provision of the Goods and/or Services and its performance of its obligations under this Agreement.
- (b) During the Term and for a period of 6 years thereafter, the Contractor must make the records specified in clause 4.6(a) available for inspection by the Principal upon the reasonable request of the Principal.
- (c) During the Term and for a period of 6 years thereafter, the Contractor must provide the Principal with any reports concerning the provision of the Goods and/or Services specified in the Purchase Order or which are reasonably requested by the Principal from time to time and in such format requested by the Principal.

4.7 KPIs

- (a) If the Principal determines, acting reasonably, that the Contractor has failed to achieve any or all of the KPIs to the reasonable satisfaction of the Principal, the Principal may, acting reasonably and to the extent necessary to protect its legitimate business interests:
 - (1) serve a notice requiring the Contractor to remedy its non-compliance with the KPIs within 14 days of the date of the notice; and
 - (2) conduct another review of the Contractor's performance under this Agreement against the KPIs in a manner it determines, at Contractor's cost.

- (b) If during the Term, the Principal issues two notices to the Contractor under clause 4.7(a) and the Contractor fails to meet the same or another KPI, the Principal may, acting reasonably and to the extent necessary to protect its legitimate business interests:

- (1) immediately terminate the provision of all or part of the supply of Goods and/or Services in relation to which the KPIs have not been met; or
- (2) terminate this Agreement by giving 14 days' notice to the Contractor.

4.8 Acceptance of Goods and/or Services and Warranty Period

- (a) The Principal will not be deemed to have accepted the Goods and/or Services until it has had a reasonable time to inspect the Goods and/or Services.
- (b) Without limiting the Principal's other rights, power or remedies, if on inspection the Principal finds that any Goods and/or Services are Defective, the Principal may reject those Goods and/or Services, and:
 - (1) in the case of Goods, may return the Defective Goods to the Contractor (at the Contractor's cost) and at the Principal's option and request, the Contractor must, in a timely manner:
 - (A) refund to the Principal any payments made by the Principal in respect of any Defective Goods that the Principal rejects; or
 - (B) replace free of charge any Defective Goods that the Principal rejects.
 - (2) in the case of Services, at the Principal's option and request, the Contractor must, in a timely manner:
 - (A) refund to the Principal any payments made by the Principal in respect of any Defective Services that the Principal rejects; or
 - (B) re-supply or re-perform any part of the Services that are Defective to the reasonable satisfaction of the Principal.
- (c) Any acceptance of Goods and/or Services by the Principal under this clause 4.8 will not preclude or prejudice any rights, powers or remedies the Principal may have as a result of a breach of any provisions of this Agreement.
- (d) If the Contractor is not the manufacturer of Goods, the Contractor must upon written request from the Principal assign or procure the assignment of the benefit of any manufacturer's warranty in relation to those Goods.
- (e) During the Warranty Period, the Contractor must at its own cost promptly re-supply or re-perform any part of the Goods and/or Services that are Defective.

5 Site procedures and obligations

5.1 Access to the Site

- (a) Subject to the provisions in this Agreement, the Principal is required to make the Site available to the Contractor sufficient for the Contractor to carry out its obligations under this Agreement during the Working Hours.
- (b) The Contractor may only gain access to and enter and remain upon the Site as specified in this Agreement.
- (c) The Contractor enters the Site at its own risk.
- (d) The Contractor and the Contractor's Personnel must register their attendance at the Site each time they enter the Site in accordance with registration process notified by the Principal from time to time.
- (e) The Contractor must not, in performing its obligations under this Agreement, disrupt any activities on the Site.

5.2 Environmental obligations

- (a) The Contractor must and must ensure that the Contractor's Personnel:
- (1) comply with all laws, rules, regulations and industry standards, this Agreement, and the Principal's policy and directions for the protection of the environment;
 - (2) supply the Goods and/or Services in a manner so as to avoid unlawful pollution of the Site and its surroundings.
- (b) The Contractor is responsible for, and must make good, any damage to the environment caused by the supply of the Goods and/or Services (including any unlawful pollution of the Site or its surroundings).

5.3 Safety

The Contractor must at all times:

- (a) provide safe working conditions for all persons supplying the Goods or carrying out the Services for or on behalf of the Contractor; and
- (b) where applicable:
- (1) obtain clearance certificates from the Principal before commencing work at the Site;
 - (2) comply with the Principal's drug and alcohol policy; and
 - (3) comply with the directions of the Principal's representatives about health and safety matters.

5.4 Reporting incidents

If:

- (a) a safety incident occurs at the Site involving the Contractor or the Contractor's Personnel;
- (b) an environmental incident occurs at the Site; or
- (c) an occupational disease is suffered by the Contractor or the Contractor's Personnel;

then the Contractor must:

- (d) immediately notify the Principal and (if relevant) any Principal Contractor;
- (e) properly investigate the incident and, if required by the Principal, co-operate in any investigation of the incident; and
- (f) promptly provide a detailed report to the Principal in respect of the incident.

5.5 Hazardous materials

If dealing with hazardous materials or hazardous works at the Site, the Contractor must ensure that:

- (a) it obtains prior approval from the Principal in writing before engaging in work of a hazardous nature or dealing with hazardous materials;
- (b) only those persons who have received adequate training and instruction in conducting the hazardous work or dealing with hazardous materials perform the relevant work; and
- (c) it makes and retains all appropriate records in connection with hazard identification and hazard controls undertaken by the Contractor in relation to the hazardous work or hazardous material.

6 Invoicing and payment

- (a) The Principal must pay the Contractor the Fees in consideration for the supply of the Goods and/or Services to the Principal by the Contractor subject to the satisfactory performance of the Contractor's obligations in this Agreement and acceptance of the Goods and/or Services by the Principal in accordance with this Agreement.
- (b) Unless stated otherwise, the Fees are deemed to include provision for all costs, taxes and duties and all other expenses incurred by the Contractor in complying with all its obligations under this Agreement.

- (c) The Fees are fixed for the Term and shall not be subject to any rise, fall or adjustment of any nature whatsoever other than in accordance with these Standard Conditions.
- (d) If the Contractor is a 'small business' as defined by the *Payment Times Reporting Act 2020* (Cth), payment of the Fees will be made 30 days from date of the Contractor's valid tax invoice, otherwise, the Principal must pay the Contractor the Fees within 30 days after the end of the month within which the Contractor's valid tax invoice for the Goods and/or Services is received in accordance with this Agreement.
- (e) The Contractor must only invoice the Principal for progressive instalments of the Fee at the time and in the manner set out in the Purchase Order.
- (f) The invoice must contain sufficient details of the Goods and/or Services provided by the Contractor and any other details as the Principal may direct from time to time.
- (g) The payment of any invoice does not constitute approval of the Services or acceptance of the Goods to which the invoice relates and does not prejudice or affect the Principal's rights and remedies under this Agreement or otherwise.
- (h) The Principal may withhold payment of the whole or portion of an invoice which it, in good faith, disputes is payable until the dispute is resolved pursuant to this Agreement in a way requiring the Principal to pay the relevant amount.

7 GST

- (a) A reference in this clause to a term defined or used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.
- (c) If GST is imposed on a supply made under or in connection with this Agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.
- (d) The supplier must issue a tax invoice to the recipient of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.
- (e) If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

8 Sub-contracting

- (a) The Contractor may not sub-contract any part of the supply of Goods and/or Services without the Principal's prior written consent, which consent may not be unreasonably withheld.
- (b) Any sub-contracting of any part of the supply of Goods and/or Services does not relieve the Contractor from any of its liabilities or obligations under this Agreement.
- (c) The Contractor is liable to the Principal for any act or omission, default or negligence of any sub-contractor or any employee or agent of the sub-contractor as if it were the act, omission, default or negligence of the Contractor.
- (d) If there is any change in effective control of the Contractor, the Contractor shall be treated as having assigned its rights under this Agreement, and for this purpose, effective control includes control of the composition of the Contractor's board of directors or more than one half of the voting shares of the Contractor.

9 Confidentiality

- (a) The Contractor must not, and must ensure that its employees, agents and sub-contractors do not, without the prior written approval of the Principal, either during the provision of the Services or for a period of 36 months after the expiry or earlier termination of this Agreement, use (except as genuinely and necessarily required for the purposes of this Agreement), disclose or give to any person any Confidential Information.
- (b) This clause does not apply to Confidential Information that the Contractor proves:
- (1) is in the public domain other than as a result of a breach of this clause;
 - (2) was at the time of disclosure already in the lawful possession of the Contractor; or
 - (3) is required to be disclosed by any applicable law, by court order, or the listing rules of any applicable stock exchange.
- (c) The Contractor must, having regard to good industry practices, use reasonable care and discretion to avoid unauthorised use, disclosure, publication or dissemination of Confidential Information (and which shall be no less than the standard of care used by the Contractor to protect its Confidential Information of a similar nature and shall require the Contractor to satisfy its other obligations under this Agreement).
- (d) If requested by the Principal, the Contractor must deliver up to the Principal or destroy (to the extent possible) all material comprising, including or otherwise relating to the Confidential Information.
- (e) The Contractor must promptly notify the Principal if it becomes aware of any actual or threatened disclosure of any Confidential Information, and must provide all reasonable assistance to the Principal to protect and enforce the confidentiality of Confidential Information.
- (f) If required by the Principal, the Contractor must procure any employee or agent to whom Confidential Information has been disclosed in accordance with the provision of the Goods and/or Services under this Agreement to enter into a confidentiality agreement under which the employee or agent undertakes to keep the Confidential Information disclosed to the employee or agent confidential.

10 Intellectual property

- (a) The ownership of the Intellectual Property Rights in any item which exists before the commencement of the supply of any Goods and/or Services (**Background IP**) will not be altered, transferred or assigned merely by virtue of using that item for the purposes of this Agreement, unless expressly agreed to the contrary.
- (b) The Contractor assigns to the Principal all Intellectual Property Rights that may be produced or developed by the Contractor for the Principal or any Related Body Corporate in relation to or as a result of the provision of the Goods and/or Services (including any reports), effective immediately on the creation of any such Intellectual Property Rights.
- (c) The Contractor must do all things necessary at the Contractor's cost to obtain all Intellectual Property Rights referred to in clause 10(b) including, where necessary, obtaining an assignment of rights from any Contractor's Personnel.
- (d) The Contractor grants AAL a worldwide, perpetual, non-exclusive, transferable, royalty free licence to use its Background IP for:
- (1) enjoyment of the benefit of the Services; and/or
 - (2) the use, operation, alteration, servicing, and maintenance of the Goods.
- (e) The Contractor warrants that:

- (1) it has or will have all rights necessary to make the assignment referred to in clause 10(c);
 - (2) it has or will have all rights necessary to grant the licence referred to in clause 10(d); and
 - (3) the items, documents and material produced in the course of or provided as part of the delivery of Goods and/or Services will not infringe the Intellectual Property Rights of any person.
- (f) The Contractor must not use any trade marks of the Principal or its Related Bodies Corporate for any purpose without the prior written consent of the Principal and subject to any conditions the Principal may impose.
- (g) The Contractor agrees that in the course of performing the Services, it will not do any act or thing which may infringe any Intellectual Property Rights of the Principal or any third party.

11 Insurance

11.1 Contractor's insurances

- (a) The Contractor must, before commencing supply of the Goods and/or Services and during the Term and any applicable Warranty Period, effect and maintain with a reputable and substantial insurer insurance in relation to the Goods and/or Services, including as set out in the Purchase Order and as follows:
- (1) workers' compensation insurance required by law;
 - (2) public (and product) liability insurance to a minimum cover of \$20 million per claim;
 - (3) if professional services form part of the Services, professional indemnity insurance, to a minimum cover of \$10 million per claim and to be maintained for a period of 6 years from the cessation of the supply of the Goods and/or Services;
 - (4) motor vehicle third party property insurance to a minimum cover of \$10 million per claim for all types of motor vehicles and equipment owned or controlled by the Contractor;
 - (5) if Goods are being delivered to the Principal, goods in transit insurance for the full replaceable value of the Goods; and
 - (6) any other insurances required by law or regarded as sound commercial practice.
- (b) If the Contractor and/or the Contractor's Personnel are accessing any 'airside' parts of the Airport, the Contractor must ensure that all policies of insurance taken out under this Agreement shall not have any exclusions in relation to the Airport, airside operations or aircraft.
- (c) The Contractor must provide evidence of the currency of insurance to the Principal or its agent promptly upon the request of the Principal or the Principal's agent.
- (d) The Contractor must ensure that any subcontractor engaged by the Contractor in relation to the Goods and/or Services effects and maintains the insurances in clause 11.1(a).
- (e) The Contractor must not do anything which may provide grounds for an insurer to refuse payment of a claim made under any policy of insurance, or which may prejudice the interests of the Principal under any policy of insurance.

12 Indemnity

- (a) Without limiting the Principal's other rights and remedies, the Contractor indemnifies and will indemnify the Principal, its agents, sub-contractors and Related Bodies Corporate and any employees of any of them from any loss, damage, expense (including reasonable lawyer's fees and expenses) claim, demand or liability (Claims) made or incurred as a result of or in connection with:

- (1) the negligent act or omission by the Contractor;
 - (2) personal injury, death or property loss or damage suffered by any person arising out of or in connection with the Goods, Services or Equipment provided by the Contractor;
 - (3) the breach by the Contractor of any term of this Agreement;
 - (4) any infringement or alleged infringement of Intellectual Property Rights arising out of the Principal's use of the Goods, Services or Equipment,
- except to the extent any such Claims are caused or contributed to by the Principal.

- (b) The Principal holds the benefit of this clause on trust for its agents, sub-contractors and Related Bodies Corporate and any employee of any of them.

12.2 Consequences of failure to insure

If the Contractor fails to:

- (a) effect or maintain any of the insurances required by the Principal as specified in this clause 11, or
- (b) have any sub-contractor effect or maintain any insurances, then the Principal may, at the Contractor's cost:
 - (1) effect and maintain that insurance
 - (2) pay the necessary premiums; and
 - (3) recover from the Contractor the amount paid under this clause,

until the Contractor has complied with its obligations under this clause 11.

13 Limitation of Liability

- (a) Subject to clause 13(c), the liability of each party under the Agreement howsoever arising and whether for breach, in tort (including negligence) or for any other common law, equitable or statutory cause of action, is limited to the greater of:
- (1) 200% of the Fees paid or payable under the Agreement; and
 - (2) \$1,000,000, or such other amount as set out in the Purchase Order .
- (b) Subject to clause 13(c), neither party is liable to the other for economic loss, loss of contract, loss of profit or revenue, loss of data, loss of production, loss of use, indirect, special or consequential loss or damage, unless such amounts are direct losses or are losses which may fairly and reasonably be considered to arise naturally from the relevant facts, matters or circumstances giving rise to the claim. This exclusion of liability shall apply whether the claim is based on breach of contract, tort (including negligence), under any warranty, under any indemnity, under statute, in equity or otherwise.
- (c) Neither party's liability is limited or excluded under clauses 13(a) and 13(b):
- (1) to the extent that the liability cannot be limited at law;
 - (2) for loss that is or should be covered by insurance to be held by the party under this Contract, or which would have been covered but for an act or omission of the party (disregarding any applicable deductible or excess amounts that might apply in respect of such policies);
 - (3) in respect of death or personal injury or illness (including psychological injury or illness) of any person;
 - (4) in respect of loss, damage, theft or destruction of any real or personal property; and
 - (5) in connection with any liability the Contractor has under or for breach of clauses 9 (Confidentiality), 10 (Intellectual Property) and 17 (Data and Critical Infrastructure)

of or by the Contractor or its officers, employees, agents, subconsultants and subcontractors.

14 Default and termination

14.1 Remedy notice

If a party is in breach of this Agreement, the other party may give the party a written notice specifying a reasonable time by which the party must rectify the breach, to the extent that the breach is capable of rectification.

14.2 Termination following default

A party may terminate this Agreement with immediate effect by giving the other party written notice if the other party has not complied with a written notice given by the party under clause 13.1 within the time period specified in that notice or if the breach is, in the reasonable opinion of the party, incapable of being remedied.

14.3 Termination for insolvency

If a party experiences an Insolvency Event, the other party may terminate this Agreement with immediate effect by giving written notice to the party.

14.4 Termination for convenience

The Principal may, in its absolute discretion, terminate this Agreement at any time, for its sole convenience, by giving not less than 28 days' written notice to the Contractor, in which case the Principal must pay to the Contractor:

- (a) for those Services that have been duly rendered by the Contractor in accordance with the conditions of this Agreement up to the effective date of termination;
- (b) the cost of Goods or materials reasonably ordered by the Contractor in accordance with the conditions of this Agreement for which the Contractor is legally bound to pay (provided that such Goods and materials are delivered to the Principal and title in such Goods and materials passes to the Principal on payment); and
- (c) the reasonable demobilisation costs incurred by the Contractor directly in connection with the Principal exercising its rights under this clause 14.4.

14.5 Consequences of termination

- (a) With the exception of amounts payable under clause 14.4 and subject to clause 14.5(d), the Contractor will not be entitled to any compensation or to make any claim against the Principal arising from a termination of this Agreement.
- (b) The termination of the Contractor's engagement under this Agreement does not affect any other rights or remedies the Principal may have.
- (c) Clauses 7 (GST), 9 (Confidentiality), 12 (Indemnity), 18 (Notices) and this clause 14.5 and any other obligation which is expressed to, or by its nature, survive expiry or termination of this Agreement and are enforceable at any time at law or in equity.
- (d) Termination of this agreement is without prejudice to the accrued rights and remedies of the parties.

15 Modern Slavery

- (a) The Contractor must comply with the Modern Slavery Law.
- (b) The Contractor warrants that:
- (1) no investigation, proceeding, or claim has been initiated or is threatened or pending against the Contractor or any subcontractor, by any governmental, administrative, judicial or regulatory body, authority or organisation, in relation to any Modern Slavery Law;
 - (2) the Contractor is not aware of any fact, situation or circumstance which might give rise to such an investigation, proceeding or claim against it in relation to a breach of the Modern Slavery Law;

- (3) neither the Contractor nor so far as the Contractor is aware any of the subcontractors has at any time been found by a court in any jurisdiction to have committed a breach of Modern Slavery Law; and
- (4) it has in place appropriate policies and procedures to assess and address risks of Modern Slavery in its operations and supply chain.
- (c) The Contractor must notify the Principal immediately if it becomes aware of or has reason to suspect the existence of Modern Slavery in the Contractor's operations or supply chain.
- (d) The Contractor must, if directed by the Principal, take reasonable steps to ensure that its suppliers comply with any of AAL's policies relating to Modern Slavery.
- (e) Without limiting the Principal's other rights of termination under this Agreement, the Principal may terminate any Agreement immediately by providing notice to the Contractor if the Principal has reason to believe that Modern Slavery is occurring or has previously occurred in the Contractor's operations or supply chain.

16 Chain of Responsibility

- (a) The Contractor will ensure that it, and each member of the Contractor's Personnel, complies with all laws relating to compliance with and management of Chain of Responsibility.
- (b) The Contractor will ensure that the Contractor, and each member of the Contractor's Personnel, maintains proper, complete and accurate records, documents and systems in relation to compliance with and management of Chain of Responsibility obligations.
- (c) The Contractor will ensure that the Contractor, and each member of the Contractor's Personnel, will on request by Principal provide honest and accurate information and/or answers sought by or on behalf of Principal in relation to Chain of Responsibility.
- (d) The Contractor will ensure that the Contractor, and each member of the Contractor's Personnel, will on request by Principal provide evidence of adequate compliance with and management of Chain of Responsibility obligations.

17 Data and Critical Infrastructure

17.1 Privacy

The Contractor represents and warrants that:

- (a) any personal information that the Contractor discloses to the Principal under this Agreement and in the performance of Services or supply of Goods has been or will be collected, handled and disclosed in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**);
- (b) the individual to whom the information relates has been made aware of the Principal's identity, its contact details and of the other matters of which the Principal is required to inform a person about whom it collects, handles and uses information under the Privacy Act; and
- (c) the Principal is authorised to collect the information from the Contractor and handle and use the information for the purposes of this Agreement, and for related secondary purposes (including, where relevant for security and airfield operations and otherwise as permitted or required by law).

17.2 Data breaches and other security incidents

- (a) If the Contractor discovers or is notified of an actual or suspected Data Breach, breach of security relating to Principal Data, the Principal's software or hardware, or Critical Infrastructure Assets (**Security Incidents**), the Contractor must as soon as it becomes aware, promptly and without delay:
- (1) notify the Principal of such breach or potential breach as soon as possible and must take all steps available to it to prevent the breach from occurring or continuing to occur; and

- (2) cooperate with the Principal in good faith and investigate the matter as soon as reasonably possible.
- (b) The Contractor acknowledges that Principal is subject to laws that require Principal to provide information and report Security Incidents to Australian Government departments, ACSC, OAIC and other authorities and any information the Contractor provides to Principal in accordance with this clause 17.2 may be provided to, reported and used by such authorities in accordance with applicable laws.

17.3 Business Critical Data

If the Purchase Order indicates that the Contractor will have access to Business Critical Data of the Principal, then the Contractor hereby acknowledges, that:

- (a) the delivery of the Goods and/or Services is done so on a commercial basis; and
- (b) information of the Principal which will be disclosed or made available to the Contractor in the provision of the Services will include Business Critical Data.

18 Notices

- (a) Any notice, approval, consent or other communication in relation to this Agreement must be in writing or sent by pre-paid post or email as follows:

- (1) if to the Principal, at the address or email address specified on the Purchase Order, with a copy to:

Address: 1 James Schofield Drive
Adelaide SA 5950
Email: companysecretary@aal.com.au
Attention: Company Secretary

- (2) if to the Contractor, at the address set out in the Purchase Order,

or as otherwise specified by a party by notice.

- (b) A notice is regarded as given by the sender and received by the addressee:

- (1) if delivered in person, when delivered to the addressee;
- (2) if posted, 3 Business Days from and including the date of posting to the addressee; and
- (3) if sent by email, when received by the addressee,

but if delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it is regarded as given at 9.00am on the next Business Day.

- (c) A notice that is posted is valid even if the addressee does not receive it or it is returned unclaimed to the sender.

19 General

- (a) Waiver of any right arising from a breach of this Agreement must be in writing and executed by the party granting the waiver. A failure to exercise or delay in exercising, or a partial exercise of a right arising from a breach of this Agreement does not result in a waiver of that right.
- (b) The rights and obligations of the parties will not merge on completion of any transaction under this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.
- (c) Subject to clause 19(d) below, neither party may assign its rights under this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.

- (d) Notwithstanding anything in clause 19(c) above, the Contractor acknowledges and agrees that the Principal may assign, novate or otherwise transfer its right, title, claim, estate and interest under this Agreement to the Commonwealth of Australia (or its nominee) in accordance with the terms set out in clause 15 of Memorandum of Lease Number 8635854 made between the Commonwealth of Australia as head lessor and the Principal as head lessee.

- (e) The governing law of this Agreement is the law of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that state.

- (f) A variation of any term of this Agreement must be in writing and signed by the parties.

- (g) Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

- (h) The Principal holds the benefit of each indemnity, promise and obligation in the Agreement expressed to be for the benefit of:

- (1) a director, officer or employee of the Principal;
- (2) a Related Body Corporate of the Principal; or
- (3) the director, agent, officer or employee of a Related Body Corporate of the Principal and any employee of them,

on trust for that party.

- (i) Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

- (j) This Agreement constitutes the entire agreement between the parties for the Goods and/or Services and supersedes, all previous agreements, correspondence and discussions in connection with the Goods and/or Services. Any Contractor terms and conditions included on any quote, invoice or order form are expressly excluded.

- (k) The Principal and the Contractor are independent contracting parties and nothing in this Agreement will make either party an agent or legal representative of the other for any purpose whatsoever. Nor does the Agreement grant either party any authority to assume or to create an obligation on behalf or in the name of the other party.

- (l) The Contractor indemnifies the Principal from and against all losses sustained by the Principal arising from any claims made by Contractors' Personnel relating to the employment of the Contractors' Personnel other than to the extent to which the losses are caused or contributed to by the Principal.

- (m) If the Contractor enters into this Agreement as trustee of a trust, the Contractor is bound by the Agreement both as trustee and in its personal capacity and warrants that:

- (1) it is authorised to enter into the Agreement in accordance with the terms of the trust;
- (2) the trust has and will have sufficient resources to satisfy its obligations under the Agreement;
- (3) the Contractor's right of indemnity against the assets of the trust is unlimited.

20 Airport Specific Terms

20.1 Airside requirements

The Contractor and the Contractor's Personnel are obliged to understand the distinction between 'landside' parts of the airport and 'airside' parts of the airport for the purposes of the *Airports Act 1996* (Cth) and to comply with all of the requirements of the *Airports Acts 1996* (Cth) and any other law in relation to services performed on and associated activities and entry into and exit from landside parts of the airport and airside parts of the airport.

Without limiting any other provision of the Agreement, the Contractor shall ensure that it and the Contractor's Personnel shall:

- (a) comply with the AAL Airside Operating Conditions (forming part of the AAL Procedures);
- (b) comply with any legislative requirements in relation to access to, use of and activities on any parts of the Airport which are deemed to be 'airside' for the purposes of the *Airports Act 1996* (Cth);
- (c) comply with any notices directions or stipulations issued by the Principal in relation to access to, exit from, use of or activities on any parts of the Airport (whether 'landside' or 'airside') so as to achieve levels of security and safety which are acceptable to the Principal in its reasonable discretion; and
- (d) promptly and efficiently satisfy, comply with and observe all present and future statutory requirements and the requirements, directions and orders of any relevant authority relating to or effecting the use or condition of Adelaide Airport or the Contractor's performance of the Services or use of the airport for the purposes of performance of the Services.

20.2 Visitor Identification Card (VIC)

All contractors and their invitees are required to be in possession of a VIC for all activity within the terminals. No access shall be provided through the screening point or any work anywhere within the terminal unless the individual holds a current VIC.

Contractors or Contractor's Personnel that do not hold a current Aviation Security Identification Card (ASIC) wishing to work in the sterile area, and wishing to transport tools and other instruments to the sterile area, must first be in possession of an AAL VIC. This VIC indicates to the security staff that the contractor is a bona fide contractor and therefore approved to possess tools within the sterile area.

To enter a sterile area, a VIC holder must at all times be in the presence of a valid ASIC holder and have a lawful operational need to be within that area.

A VIC must not be issued and work must not commence on any building works within the terminal unless the Contractor is in possession of an AAL Building Approval and is compliant with all conditions.