LIVESTOCK TRANSFER FACILITY BOOKING REQUEST

Shipment SYD: OUTBOUND ☐ INBOUND ☐



Со	on/ mpany Name (" Customer ")	
	BOOKING	DETAILS
SHIPMENT DATE		
FLIGHT NO.		
NO. OF ANIMALS		
FLIGHT DETAILS (24 HR TIME)	SYD ETD SYD ETA HRS: HRS:	
FLIGHT ROUTING		
AIRWAY BILL #		
AGENT/CONSIGNOR		
TRUCK ARRIVAL TIME		
Access Fac	cility Via Gate 27, Link Road or as otherwise directed	
	INVOICING	DETAILS
NAME		
TITLE		
ABN #	(New Acco	unts Only)
POSTAL ADDRESS		
TELEPHONE	FAX	
	CHARGES (GST IN	ICLUSIVE)
	FIRST PALLET	\$438.00
	EACH ADDITIONAL PALLET	\$109.50
NO SHOW", UNSCHEDUL	ED or LATE CHANGE TRANSFERS (< 24 HRS NOTICE)	\$70.00
CONFIR	RMATION OF CONDITIONS OF USE	
By signing below, you:		
acknowledge receipt of	the Terms and Conditions for Use of Livestock	
acknowledge receipt of	ngsford Smith) Airport ("Conditions") issued by Sydney	
 acknowledge receipt of Facilities at Sydney (Ki Airport Corporation Ltd 	ngsford Smith) Airport ("Conditions") issued by Sydney	

If you have any queries, please call:

During business hours (Mon-Fri): (07) 3852 2195 After hours for <u>URGENT CHANGES</u>: 04 0107 7497

Livestock Transfer e-mail address: livestock.transfer@aerocare.com.au

Terms & Conditions for Use of Livestock Facilities at Sydney (Kingsford-Smith) Airport

These conditions

- 1.1 These are the conditions on which (subject to any variations in writing) you use the livestock facilities. If you make a booking request or use our livestock facilities, you accept these conditions.
- 1.2 You agree that you will comply with these conditions (as amended by us from time to time) when using our livestock facilities.
- 1.3 You agree that you will comply with any directions given by us or Aero-Care Pty Limited in relation to use of our livestock facilities. In particular, you must ensure that at all times your employees, officers, agents and contractors:
 - (a) use and wear appropriate personal safety clothes and equipment in the *livestock facilities* (including high visibility vests and safety boots or shoes);
 - (b) do not smoke in or near the livestock facilities; and
 - (c) do not operate or ride on any vehicle or movement equipment in an unsafe manner (e.g. hanging off the side of air stalls).

Making a request to use our livestock facilities

- 2.1 Each time you want to use our *livestock facilities* you must give us a *booking request*, which must be in writing or electronically submitted to us.
- 2.2 You acknowledge that when you send to us a booking request, our livestock facilities may be unavailable at the time you have requested. Therefore, you are not entitled to use our livestock facilities until we notify you and confirm your booking request.

Payment

- 3.1 You agree to pay us all charges associated with the use of our *livestock facilities* (as set out in the booking request form) in accordance with the payment terms as advised on the invoice, as varied from time to time.
- 3.2 You agree that a charge of \$70.00 (GST inclusive) will apply if:
 - (a) you submit or change a booking request (or there are any changes to the booking details) with less than 24 hours notice to us; or
 - (b) you do not arrive at the time specified on the booking request form.
- 3.3 You agree to pay any tax or other charge imposed on us (now or in the future) in relation to any transactions arising in connection with these conditions, including any goods and services tax.
- 3.4 We may withhold our consent to your use of the livestock facilities if you do not pay all charges in accordance with clauses 3.1, 3.2 and 3.3.

Release and indemnity

- 4.1 We and our officers, employees and agents are not liable for:
 - (a) loss or damage caused for any reason to anything you bring onto the Airport, including livestock, equipment used to transport or contain livestock, or the property of your officers, employees, agents or
 - (b) personal injury or death caused for any reason to your officers, employees, agents, contractors or customers

unless and then only to the extent such loss, damage, injury or death is caused by our own gross negligence or willful misconduct, or the gross negligence or willful misconduct of our officers, employees or agents.

- 4.2 We and our officers, employees or agents are also not liable for:
 - (a) any loss you suffer for any reason because any part of the Airport, including the *livestock facilities*, is closed or unavailable (including if we withhold consent under clause 3.4);
 - (b) any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of aircraft; or
 - (c) any consequential injury, loss or damage in connection with the use of, or closure of, the livestock facilities (including anything referred to in clause 4.1 or clause 4.2(a) or (b)).
- 4.3 You are liable for and indemnify us against:
 - (a) any damage you or your employees, officers, agents, contractors or livestock, or livestock brought onto the Airport by you, may cause to our property or the property of anyone else at the Airport; and
 - (b) claims for personal injury or death by any person, caused or contributed to by you or your employees, officers, agents, contractors or livestock, or livestock brought onto the Airport by you,

unless and then only to the extent that such loss, damage, injury or death is caused by our own gross negligence or the gross negligence of our officers, employees or agents.

Warranties excluded

- 5.1 If a warranty or condition is implied under any legislation in connection with the goods or services we provide and it can be excluded, we exclude it to the maximum extent possible. If we cannot exclude it, then our liability for breach of that warranty or condition is limited to:
 - (a) in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (II) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

Meaning of words

6.1 booking request means a request completed and in a form approved by us from time to time and signed by you, or on your behalf, requesting use of the livestock facilities.

livestock facilities means the facilities at the Airport which are provided by us for the purposes of transferring livestock.

we or **us** or **our** means Sydney Airport Corporation Limited (ACN 082 578 809), including our successors and assigns, officers, employees, agents and contractors.

you or your means the person set out in the *booking* request as the person requesting use of the *livestock* facilities and includes your executors, administrators, successors and assigns.

- 6.2 If any part of these conditions is unenforceable, these conditions are taken to be modified to remove that part. The rest of these conditions are not affected by that part being removed.
- 6.3 The word 'includes' in any form is not a word of limitation.