



# LIVESTOCK TRANSFER FACILITY BOOKING REQUEST

Shipment SYD:

OUTBOUND

INBOUND

This booking request is made to Swissport Pty Ltd, as operator of the Livestock Transfer Facility on behalf of Sydney Airport Corporation Ltd, by:

..... on ...../...../.....  
Company Name (Customer)

BOOKING DETAILS		
SHIPMENT DATE		
FLIGHT NO.		
NO. OF ANIMALS		
FLIGHT DETAILS (24 HR TIME)	SYD ETD HRS: _____	SYD ETA HRS: _____
FLIGHT ROUTING		
AIRWAY BILL #		
AGENT/CONSIGNOR		
TRUCK ARRIVAL TIME		
Access Facility Via Gate 27, Link Road or as otherwise directed		

INVOICING DETAILS		
NAME		
TITLE		
COMPANY		
ABN #	(New Accounts Only)	
POSTAL ADDRESS		
TELEPHONE		FAX

CHARGES (GST INCLUSIVE)	Trans-Tasman Horse Arrivals and Outbound	International (non Trans-Tasman) Horse Outbound	International (non Trans-Tasman) Horse Arrivals	All other Livestock
FIRST PALLET	\$600	\$600	\$1950	\$350
EACH ADDITIONAL PALLET	\$400	\$400	\$650	\$250
"NO SHOW", UNSCHEDULED or LATE CHANGE TRANSFERS (< 24 HRS NOTICE)	\$100	\$100	\$100	\$100

CONFIRMATION OF CONDITIONS OF USE	
By signing below, you:	
<ul style="list-style-type: none"> <li>acknowledge receipt of the Terms and Conditions for Use of Livestock Facilities at Sydney (Kingsford Smith) Airport ("Conditions") issued by Sydney Airport Corporation Ltd; and</li> <li>agree to be bound by those Conditions (including those relating to payment).</li> </ul>	
<b>SIGNATURE</b> _____ (On behalf of the Customer)	DATE:    /    /
Note: Signature is required to confirm booking. Call 0402 263 115 or email to <a href="mailto:syd.ops@swissport.com.au">syd.ops@swissport.com.au</a>	

If you have any queries, please call: 0402 263 115

Livestock Transfer e-mail address: [syd.ops@swissport.com.au](mailto:syd.ops@swissport.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 agreed 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 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 us a *booking request*, our *livestock facilities* may be unavailable at the time you have requested. 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 in accordance with clause **Error! Reference source not found.** above.
- 3.2 You agree that a charge of \$100.00 (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.

### Australian Consumer Law, liability and indemnity

- 4.1 The Australian Consumer Law sets out certain guarantees that may apply to the supply of services by us. These guarantees give you rights that cannot be excluded, restricted or modified. The exclusion of guarantees and warranties, and the limitation of liability, in clauses 4.1, 4.3 and 0 below apply subject to any rights you may have under the Australian Consumer Law.
- 4.2 To the extent permitted by law, 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 customers; 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 negligence or willful misconduct, or the negligence or willful misconduct of our officers, employees or agents.
- 4.3 To the extent permitted by law, 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)).
- 4.4 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 negligence or the negligence of our officers, employees or agents
- 4.5 If a guarantee, 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 permitted by law. If we cannot exclude it but we are able to limit our liability under law, then our liability for breach of that guarantee, 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

- 5.1 **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.
- 5.2 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.

5.3 The word 'includes' in any form is not a word of limitation.