Avalon Airport Taxi Rank

APPROVED BOOKING SERVICE PROVIDER AGREEMENT

PARTIES:

Avalon Airport Australia Pty Ltd ACN 069 136 652 **(AAA)**

The party named in the schedule as the Provider **(Provider)**

BACKGROUND:

R.1.   AAA is the lessee of Avalon Airport.

R.2.   The Provider is the provider of a booking service.

R.3.   AAA has agreed to allow Affiliated Drivers of the Provider to enter and use the Taxi Rank in order to provide commercial passenger vehicle services to passengers collected from Avalon Airport.

OPERATIVE PART:

1.   In this Agreement:

1.1.   **Affiliated Drivers** means an accredited driver that is an associated driver or affiliated trip provider of the Provider;

1.2.   **Taxi Rank** means that part of Avalon Airport set aside from time to time by AAA for the collection and/or dropping of passengers;

1.3.   **Taxi Rank Terms and Conditions** means the terms and conditions of the contract established between AAA and a driver that enters the Taxi Rank. A copy of the current Taxi Rank Terms and Conditions has been provided to the Provider before the date of this Agreement, and the Taxi Rank Terms and Conditions (as amended from time to time) is available on the Avalon Airport website and will be displayed at the entrance of the Taxi Rank;

1.4.   Words which are defined in the Commercial Passenger Vehicle Industry Act 2017 (Vic) have the same meaning where used in this Agreement, unless the context requires otherwise; and

1.5.   Where the context requires, AAA includes Avalon Airport Australia Pty Ltd and its associated entities, and each of their employees, agents and contractors.

2.   In consideration of the Provider entering into this Agreement, AAA will permit the Affiliated Drivers to use the Taxi Rank.

3.   During the term of this Agreement, the Provider is an "Approved BSP" for the purposes of the Taxi Rank Terms and Conditions.

4.   The Provider warrants that it is, and at all times during the term of this Agreement will be, a registered booking service provider.

5.   The Provider must use reasonable endeavours to ensure that at least one sedan or stationwagon being driven by an Affiliated Driver and at least one minivan (or maxi-cab) being driven by an Affiliated Driver is at the Taxi Rank at all times where passengers are waiting to be collected from Avalon Airport.

6.   The Provider must use all reasonable endeavours to ensure each Affiliated Driver complies with the Taxi Rank Terms and Conditions. If an Affiliated Driver breaches the Taxi Rank Terms and Conditions, the Provider must:

6.1.   take any disciplinary action against the Affiliated Driver which is reasonably required by AAA (which, in the case of extreme or multiple breaches, may include a request by AAA that the Provider ceases its relationship with the driver such that the driver is no longer an Affiliated Driver); and

6.2.   where a law has been breached, provide the details of the Affiliated Driver to law enforcement agencies if requested to do so by AAA.

7.   Upon request by AAA, the Provider must provide to AAA copies of any codes of conduct, industry codes or practice, handbooks or documents which Affiliated Drivers are bound to comply with.

8.   The Provider must not assign, novate, transfer or otherwise dispose of its rights under this Agreement without the prior written consent of AAA.

9.   Either party may terminate this Agreement at any time by giving not less than 7 days' written notice to the other party. This Agreement commences on the date it is signed by both parties and continues until terminated in accordance with this clause. Upon termination of this Agreement, the Provider must notify each of its Affiliated Drivers that the Provider is no longer an "Approved BSP" for the purposes of the Taxi Rank Terms and Conditions.

EXECUTION

Executed by the Provider:

……………………………………………………..
Signed by the Provider

……………………………………………………..
Signatory name

……………………………………………………..
Date

Executed by AAA:

……………………………………………………..
Signed by AAA

……………………………………………………..
Signatory name

……………………………………………………..
Date

SCHEDULE

Provider:	Name:	
	ACN (if applicable):	
	Address:	
	Email:	
	Telephone:	
	Booking Service Provider registration:	