

AIRSTRIP USAGE TERMS AND CONDITIONS

The Vale Airstrip

Please read these terms and conditions (“**Terms**”) carefully before using the Airstrip located at The Vale. If you do not agree to these terms, you must not land at or use the Airstrip. **By using the Airstrip, you are deemed to have accepted these Terms.**

Background:

- A. The Vale Tasmania Pty Ltd ACN 617 845 682 (“**The Vale**”) is the occupier of the property at 864 Claude Road Sheffield, Tasmania 7306 (“**Property**”).
- B. The Property contains a private airstrip known as The Vale Airstrip (YVAL) (“**Airstrip**”).
- C. Usage of the Airstrip occurs strictly subject to these Terms.

IN CONSIDERATION OF THE VALE PERMITTING YOU TO USE THE AIRSTRIP, YOU HEREBY AGREE THAT:

1. You acknowledge that the Airstrip is not a registered or certified aerodrome within the terms of the Civil Aviation Act 1988 and associated regulations (“**CAA**”) and it does not necessarily incorporate the specifications, safety features and characteristics which may otherwise be required of a registered or certified aerodrome as specified in the CAA.
2. You acknowledge that the Airstrip comprises part of the livestock paddocks on the Property and accordingly:
 - a. there may be livestock grazing and wandering unattended over part or all of the Airstrip;
 - b. farm vehicles and other machinery may be operating on or about the Airstrip;
 - c. it is unlikely that The Vale or its personnel will be available to move any livestock or vehicles, machinery or obstructions which may be on or about the Airstrip from time to time when you wish to utilise the Airstrip; and
 - d. The Vale takes no responsibility whatsoever for the safety of you or any of your passengers or guests travelling with you (“**Associated Persons**”) or damage to your aircraft caused by livestock or any other hazard while moving or parked on the Property.
3. Unless otherwise agreed in advance with The Vale, you must only use the Airstrip for arrival, departure and movement of an aircraft under your control for private purposes.
4. You acknowledge that it is your sole responsibility as pilot in command of your aircraft to assess the surface conditions of the Airstrip on arrival, movement and departure of your aircraft.
5. You acknowledge and agree that The Vale and its personnel shall not be liable for any loss, damage, injury or death to you or any Associated Persons, or any property, aircraft or equipment, or for any incidental loss or damage resulting from, in connection with or arising in any way whatsoever out of or from your use of the Airstrip.
6. You hereby unconditionally undertake and agree to indemnify and keep The Vale and its employees, agents, directors, contractors and other personnel (“**Indemnified Parties**”) indemnified against any claims, demands, actions, suits, losses or damages which may be brought against any Indemnified Party in respect of any claim, demand, injury, loss or damage of any nature whatsoever to you or any Associated Persons, or any property, aircraft or equipment, arising out of your use of the Airstrip.
7. The Vale reserves the right to withdraw its consent to you utilising the Airstrip for any reason whatsoever by notice to you, including (without limitation) if you damage the Property or breach any of these Terms.
8. These Terms shall be construed in accordance with the law for the time being in force in the State of Tasmania and you submit to the jurisdiction of the Courts of that State.
9. To the extent that any one or other of the provisions of these Terms may be prohibited or deemed unenforceable by law, such provision or provisions and each of them shall to such extent only be ineffective without invalidating or modifying the remaining provisions hereof which shall continue in full force and effect as if the provision so prohibited had not been included herein.