

Please sign and return PAGE 4 by fax to 08 9759 0001

AIRSTRIP PERIODIC USAGE AGREEMENT AND PILOT'S INDEMNITY

THIS AGREEMENT is made between:

SOUCHONG PTY LIMITED trading as **LEEWIN TOURS** of Margaret River, Western Australia ("the Operator") of the one part, and the pilot described in the Schedule here to ("the Pilot") of the other part.

IN THE FOLLOWING CIRCUMSTANCES:

- A. The Operator has the sole right to use of the air strip located at the rear of the Leeuwin Estate Winery at Margaret River District of Western Australia (being more particularly described as location 1016 and 1017.)
- B. The Pilot has reason from time to time to travel to the Margaret River District and has requested the operator's permission to use the airstrip from time to time and to park the Pilot's aircraft on the property in conjunction with such use.
- C. The Operator has consented to the Pilot using the said air strip from time to time provided the Pilot enters into this Agreement with, and Indemnity of the Operator to evidence that use of the said air strip by the Pilot will be at the Pilot's own risk in all respects.

NOW BY THIS AGREEMENT:

- 1. In consideration of the terms, covenants and conditions hereinafter contained and the indemnity of the Airstrip Operator by the Pilot, the Operator will permit the Pilot to use the Airstrips on his property from time to time for the arrival, departure and movement of the Pilot's aircraft thereon.
- 2. The Pilot acknowledges that the Operator's air strip is not a licensed aerodrome within the terms of the Civil Aviation Act 1988 and the Civil Aviation Regulations ("the CAA and CARS") and it does not necessarily incorporate the specifications, safety features and characteristics which may otherwise be required of a licensed aerodrome as specified in the CAA and CARS.

Leeuwin Tours
PO Box 240, Margaret River WA 6285
Tel: 61-8-9759 0000 Fax: 61-8-9759 0001
Email: winery@leeuwinestate.com.au

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3. The Pilot acknowledges that the Operator's 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 air strips.
 - b) farm vehicles and other machinery may be operating on or about the air strips;
 - c) it is unlikely that the Operator or anyone employed by the Operator will be available to move any livestock or other vehicles, machinery or obstructions which may be on or about the air strips from time to time when the Pilot wishes to utilise any one or more of the air strips; and
 - d) the Operator takes no responsibility whatsoever for the safety of the Pilot's aircraft or for any loss of damage caused thereto by livestock or any other hazard while moving or parked on the said property.
4. The Pilot agrees and acknowledges that he will only use the said airstrip for arrival, departure and movement of the aircraft under his control for private purposes.
5. The Pilot acknowledges that it is the Pilot's sole and acknowledged responsibility as the Pilot in command of his aircraft to assess the surface conditions of the air strip on arrival and to determine whether they are free of livestock, machinery or other obstructions of any nature and will be suitable for landing and for the Pilot's subsequent movement thereon and departure there from.
6. The Pilot acknowledges the Operator shall NOT be liable for any loss, damage, injury or death to the Pilot, or any person or persons, property or equipment (including the Pilot's aircraft) or for any incidental loss or damage resulting from, in connection with or arising in any way whatsoever out of or from the Pilot's use of the said air strip.
7. In consideration of the Operator consenting to the Pilot using the said air strip from time to time, the pilot hereby unconditionally undertakes and agrees to indemnify and keep the Operator indemnified against any claims, demands, actions, suits, losses or damages which may be brought against him or any employee or other party related to him in respect of any claim, demand, injury, loss or damage to the Pilot or any person or persons travelling with the Pilot, or any property of any nature whatsoever arising out of the use of the air strip or any one or more of them by the Pilot from time to time.

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8. The Operator reserves the right to withdraw his consent to the Pilot utilising his air strips for any reason whatsoever, and in particular, if the Pilot abuses any of the privileges granted by herein or damages any of the said property.
9. To the extent that any one or other of the provisions of this Agreement may be prohibited by any applicable 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 as from the date of execution hereof.
10. This Agreement shall be construed in accordance with the law for the time being in force in the State of Western Australia and each of the parties hereto submits to the jurisdiction of the Courts of that State and of the Courts competent to hear appeals there from.
11. The Pilot acknowledges that this Agreement is personal to the pilot and shall not be assigned, or interpreted to permit the Pilot to give any supplementary permission for any other pilot or person under the Pilot's control to use the said air strip.
12. Wherever herein appearing the term "the Operator" shall mean Suchong P/L operating as Leeuwin Tours, shareholders and directors together with representatives, heirs and transferees and assignees, and the term "the Pilot" shall mean the Pilot described as below together with his personal representatives and heirs.

Please fill in the form attached and return to us at your earliest convenience.

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To be signed in full prior to using the Leeuwin strip:

THE PILOT:

Full name:

Address:

Fax number: ()

Phone number: ()

Occupation:

Signature:

Date:

THIS AGREEMENT was executed by the parties hereto as a Deed on the date first appearing above.

SIGNED by LEEUWIN TOURS in

the presence of:

_____ **HOPITALITY MANAGER**

Witness: Stepan Libricky

Address: c/- Stevens Road

Occupation: Hospitality Manager

Leeuwin Tours
PO Box 240, Margaret River WA 6285
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