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# AIRSTRIPE PERIODIC USAGE AGREEMENT AND PILOT INDEMNITY

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THIS AGREEMENT is made between:

RURAL DEVELOPMENTS PTY LTD, GREEN VELVET PTY LTD, LEEWIN LAND PTY LTD and SOUCHONG PTY LIMITED trading as LEEWIN ESTATE & LEEWIN TOURS of Margaret River, Western Australia (collectively “the Operator”)

and

The pilot described in the Schedule hereto (“the Pilot”) of the other part.

## RECITALS:

- A. The Operator has the sole right to use of the air strip, surrounding farmland and the winery lawn located at the Leeuwin Estate Winery in the Margaret River District of Western Australia (collectively the “Leeuwin Estate Land”).
- B. The Pilot has reason to travel from time to time to the Margaret River District and has requested the Operator’s permission to use the Leeuwin Estate Land to park the Pilot’s aircraft.
- C. The Operator has consented to the Pilot using the Leeuwin Estate Land from time to time subject to the Pilot entering this Agreement.
- D. The Pilot acknowledges that any use of the Leeuwin Estate Land must be in accordance with this Agreement and CASA requirements.

## THE PARTIES HEREBY AGREE:

### DEFINITIONS

“Aircraft” refers to fixed wing and rotary wing powered aircraft and balloons.

“Leeuwin Estate Land” refers to the airstrip, winery lawns, and farmland.

“Leeuwin Estate Winery” refers to the restaurant and cellar door located at Stevens Rd in Margaret River.

“Operator” shall mean Rural Developments Pty Ltd, Green Velvet Pty Ltd, Leeuwin Land Pty Ltd and Souchong Pty Ltd operating as Leeuwin Estate and Leeuwin Tours, shareholders and directors together with representatives, heirs and transferees and assignees.

“Pilot” shall mean the Pilot described in the Schedule hereto, together with his personal representatives and heirs.

## TERMS AND CONDITIONS

1. In consideration of the terms, covenants and conditions hereinafter contained and the indemnity of the Operator by the Pilot, the Operator will permit the Pilot to use the Leeuwin Estate Land from time to time for the arrival, departure and movement of the Pilot's aircraft thereon.
2. The Pilot agrees and acknowledges that he will only use the Leeuwin Estate Land for arrival, departure, and movement of the aircraft under his control for private and commercial purposes.
3. The Pilot must seek permission from the Operator before using the Leeuwin Estate Land on any occurrence, and may only use the Leeuwin Estate Land for purposes associated with visiting the Leeuwin Estate Winery.
4. The Operator reserves the right to deny the Pilot's request to use the Leeuwin Estate Land for any reason whatsoever, and in particular, if the Pilot abuses any of the privileges granted by the terms of this agreement or damages any of the said property.
5. The Pilot acknowledges that the Leeuwin Estate Land 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.
6. The Pilot acknowledges that the Leeuwin Estate Land comprises part of the livestock paddocks on the property and accordingly:
  - a. there may be livestock grazing and wandering unattended over part or all the Leeuwin Estate Land;
  - b. farm vehicles and other machinery may be operating on or about the Leeuwin Estate Land;
  - 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 Leeuwin Estate Land from time to time when the Pilot wishes to utilise any part of the Leeuwin Estate Land; 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 Leeuwin Estate Land.
7. The Pilot agrees and acknowledges that any Aircraft he uses on Leeuwin Estate Land must be subject to Aircraft Liability (Bodily Injury) Insurance (including liability to passengers and third party persons (other than passengers) and Property Damage Insurance with a combined single limit of not less than AU\$20,000,000 per occurrence. Such insurance must contain:
  - a. Blanket Principals Indemnity Extension in favour of the Operator;
  - b. A waiver of subrogation in favour of the Operator to the extent of the liabilities assumed by the Pilot or Aircraft owner under the agreement;
  - c. Shall name the Operator (RURAL DEVELOPMENTS PTY LTD, GREEN VELVET PTY LTD, LEEUWIN LAND PTY LTD and SOUCHONG PTY LIMITED trading as LEEUWIN ESTATE & LEEUWIN TOURS) as interested parties to the extent of liabilities assumed by the Pilot or Aircraft owner under the agreement.

8. Before landing upon Leeuwin Estate Land, the Pilot will provide the Operator with certificates of insurance issued by the Aircraft's insurer or broker (to the satisfaction of the Operator) evidencing the insurance endorsements noted above. The Operator's acceptance of these certificates does not constitute a waiver, release or modification of any of the insurance coverage and endorsements requested above and failure to provide an acceptable certificate of insurance may lead to refusal to use the Leeuwin Estate Land.
9. 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 Leeuwin Estate Land on arrival and to determine whether they are free of livestock, machinery, persons or other obstructions of any nature and will be suitable for landing and for the Pilot's subsequent movement thereon and departure there from.
10. 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 Leeuwin Estate Land. With the exception of gross negligence or wilful misconduct by the Operator
11. In consideration of the Operator consenting to the Pilot using the Leeuwin Estate Land 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 Leeuwin Estate Land by the Pilot from time to time.
12. 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.
13. 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.
14. 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 Leeuwin Estate Land.



LEEWIN ESTATE  
THE ART OF FINE WINE

TO BE SIGNED IN FULL PRIOR TO LANDING AT LEEWIN ESTATE

Pilot full name:

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Pilots ARN (Aviation Registration Number)

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Aviation Company:  
(Insured with)

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Contact Number:

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Date & Time of Landing:

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No of people:

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Name of reservation in restaurant: (only if different to the above)

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**THIS FORM IS VALID UNTIL END OF FEBRUARY 2023 \*NEEDS TO BE RENEWED ANNUALLY**

- You are required to notify us of each landing for insurance purposes
- Pilots to notify Leeuwin if / when flight is delayed
- ALL Helicopter landings to give a courtesy phone call 15minutes prior to landing to allow for safety and clearance of lawn (08) 9759 0000
- Helicopters to land farthest away from restaurant building as possible

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Pilot Signature

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Date

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