



AGREEMENT – NON INDIVIDUAL

.....ACN/ABN.....(Insert full company name)

of.....(**Applicant**), intends to access and remain upon land leased or occupied by V/Line Corporation (**V/Line**) and located at

.....
(Location of Access) for the purpose of.....

.....

.....**(Reason(s) Access Required)**.

..... **AGREES** that:
(Insert Company name)

- 1) In gaining access to, its presence on, or departure from the Location of Access:
 - a) it and its Personnel do so entirely at their own risk;
 - b) it and its Personnel accept full responsibility for any and all damage caused, or loss suffered by V/Line (including damage to rail infrastructure), as a result of the access to, presence on or departure from the Location of Access and related premises;
 - c) it will ensure that it and its Personnel take all reasonable care for their safety and the safety of others at the Location of Access and related premises;
 - d) it will ensure that it and its Personnel do not interfere with any activity being undertaken at the Location of Access and related premises unless expressly authorised to do so;
 - e) it will ensure that it and its Personnel comply with all statutory requirements and any reasonable direction given by any person for or on behalf of V/Line or the Department Transport & Planning (DTP);
 - f) it will ensure that it and its Personnel comply with the reasonable staff, access, safety and security policies and procedures of V/Line.
- 2) Neither V/Line nor any of its Related Bodies Corporate, directors, officers, employees and agents shall be held responsible for any damage to or loss of property or any personal injury(s) sustained howsoever caused that the Applicant or its Personnel as a result of the access to, presence on or departure from the Location of Access and related premises.
- 3) To the extent permitted by law, the Applicant releases V/Line and any of its Related Bodies Corporate, directors, officers, employees and agents from any claims or demands, obligations and liability (whatsoever and howsoever) in relation to or in connection with the access to, presence on or departure from the Location of Access and related premises by the Applicant and its Personnel.
- 4) The Applicant and its Personnel agree to indemnify, and keep indemnified, V/Line and its Related Bodies Corporate, directors, officers, employees and agents from and against any loss, costs, expenses, liability or damage whatsoever, whether directly or indirectly suffered or incurred by V/Line, which is caused or contributed to by the access to, presence on or departure from the Location of Access and related premises by the Applicant and/or its Personnel.

DATED thisday of20.....

Executed as a Deed

Signed by for and on behalf of **the Applicant** by a duly authorised officer in the presence of:

.....
Witness

.....
Officer

.....
Name of Witness (print)

.....
Name of Officer (print)

Date:

.....

Signed by a duly authorised delegate for and on behalf of **V/Line Corporation (ABN 91 273 289 190)** in the presence of:

.....
Witness

.....
Delegate

.....
Name of Witness (print)

.....
Name and position of Delegate (print)

Date:

.....