

## Regional and Remote Airport Support Grant Program –

## Applicant Eligibility Deed Poll

<b>Date:</b>	[insert date]
<b>Full Legal Name of Applicant ('Applicant'):</b>	[insert full name]
<b>Registered address of the Applicant:</b>	[insert registered address of the Applicant]
<b>ABN / ACN:</b>	[insert ABN & ACN (if applicable)]

**1. Declarations**

1.1 This deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts ('DITRDCSA') ABN 86 267 354 017 ('the **Department**').

1.2 This deed poll is provided in connection with the Regional and Remote Airport Support Program ('the **Grant**') issued by the Department and the application submitted by the Applicant in response to the Grant ('the **Application**'). Terms defined in the Grant have the same meaning when used in this deed poll.

**2. Acknowledgements**

2.1 The Applicant acknowledges and agrees:

- to the Department's rights as set out in the Grant and this deed poll;
- that the Application has been prepared in accordance with the Grant and is accurate, complete and not misleading;
- that the Department may readily rely upon any information, undertakings, representations and warranties made in this deed poll as being accurate, complete and not misleading;
- the Department may seek remediation or recovery at common law or otherwise, should this deed poll be found to be inaccurate, incomplete or misleading; and
- without limiting the Department's rights under clause 2.1(d), to indemnify the Department against any liability or loss suffered by the Department, including in relation to any payments made to the Applicant in connection with the Grant, arising out of or in connection with the Applicant contravening any part of the Grant and / or this deed poll.

### 3. Representations and Warranties

3.1 The Applicant represents and warrants that:

- (a) it operates a regional or remote airport (as defined in section 4.1 of the grant opportunity guidelines for the Regional and Remote Airport Support Program);
- (b) its grant relief payment claim relates to unsecured debt owed by the Rex Airlines regional business at the time it entered voluntary administration (as defined in Section 13 of the grant opportunity guidelines for the Regional and Remote Airport Support Program) in relation to the regional or remote airport it operates;
- (c) its grant relief payment claim is legitimate and eligible; and
- (d) no funds or compensation have been received from any other source for the purposes of covering the debt owed by the Rex Airlines regional business.

### 4. Termination, Amendment and Survival

4.1 This deed poll shall not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Department.

4.2 This deed poll survives the termination or expiry of the Grant.

### 5. Governing Law

5.1 The laws of the Australian Capital Territory shall apply to this deed poll. The courts of the Australian Capital Territory shall have non-exclusive jurisdiction to decide any matter arising out of this deed poll.

**SIGNED, SEALED AND DELIVERED AS A DEED POLL** for the benefit of the Commonwealth of Australia acting through the Department. [Applicant to ensure Deed Poll is duly signed using appropriate execution block – please update if necessary]

<b>Signature of authorised officer of the Applicant:</b>	
<b>Full name of authorised officer of the Applicant:</b>	
<b>Signature of Witness:</b>	
<b>Full name of Witness:</b>	
<b>Date:</b>	