

Archerfield Airport Conditions of Use

Effective as at 1 July 2016

Schedule of amendments

Version	Effective date	Nature of amendment
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Introduction

- A** Archerfield Airport Corporation Pty Ltd ACN 081 619 123 (**AAC**) operates Archerfield Airport (**Airport**) in Brisbane, Australia. When entering the Airport, you are entering private property and must comply with any conditions, rules or notifications issued by AAC from time to time. Further details about the Airport can be found:
- (a) on our website at archerfieldairport.com.au; and
 - (b) in the Aeronautical Information Publications, which are published by Airservices Australia and can be accessed at www.airservicesaustralia.com.
- B** The Airport provides a range of services and facilities for both aviation and non-aviation users.
- C** Unless we have agreed some other terms with you, this document sets out the conditions for your use of certain services and facilities at the Airport, which are described as “Airport Services” and are set out in Part 1 of Schedule 1.
- D** There are other services and facilities which are either provided by us under some other agreement or provided by some other party (such as Airservices Australia) – these are described as “Excluded Services” and are set out in Part 2 of Schedule 1. If we provide other services or facilities to you (such as hangars or offices), then we will enter into separate agreements with you.

General Conditions

1 Definitions and interpretation

1.1 Definitions

In these Conditions, unless the contrary intention appears:

- (1) **Aerodrome Emergency Plan (or AEP)** means our plan, as amended from time to time, for dealing with an emergency at the Airport;
- (2) **Aerodrome Manual** means our manual (as amended from time to time) for the operation of the Airport, as required under the *Civil Aviation Safety Regulations 1998* (Cth);
- (3) **AIP** means the Aeronautical Information Publications, which are the documents published by Airservices Australia. These documents can be accessed on the Airservices Australia website (www.airservicesaustralia.com) and include Notices to Airmen (**NOTAMs**) and the En Route Supplement Australia (**ERSA**);
- (4) **Airservices Australia** means the body established pursuant to the *Air Services Act 1995* (Cth);
- (5) **Aircraft** includes fixed wing aircraft, helicopters, balloons powered or un-powered and their parts and accessories, equipment and stores;
- (6) **Aircraft Operator** means, as the case may be:
 - (a) the person named on the Aircraft Register as the operator of the Aircraft;
 - (b) the holder of the Certificate of Registration for the Aircraft; or

- (c) any person who, with our agreement and the authority of the holder of the Certificate of Registration for the Aircraft, operates that Aircraft at the Airport;
- (7) **Aircraft Owner** means:
- (a) the person named on the Certificate of Registration as the owner of the Aircraft; or
- (b) in the case of an Aircraft not on the Aircraft Register, the owner of that Aircraft;
- (8) **Aircraft Register** means the register of Australian Aircraft established under the *Civil Aviation Regulations 1988* (Cth);
- (9) **Airport** means the airport operated by us and known as Archerfield Airport, located at Archerfield, Queensland and includes any improvements on the airport land such as plant and equipment, fixtures, fittings, furniture and furnishings which belong to us;
- (10) **Airport Services** means the facilities and services set out in Part 1 of Schedule 1 which we provide under these Conditions, except to the extent that those facilities and services are provided to you under a separate arrangement with us;
- (11) **Airside** means:
- (a) those parts of the Airport used for the surface movement of aircraft; and
- (b) adjacent areas and buildings,
- access to which is controlled for aviation safety and security purposes;
- (12) **Associates** of a party means:
- (a) its officers and employees;
- (b) its agents, consultants, contractors, suppliers or any other party for whom it is responsible; and
- (c) the employees of those described in paragraph 1 (12) (b).
- In your case, it includes your passengers whether in Aircraft or vehicles;
- (13) **Authority** means any government department, local government, statutory corporation or instrumentality, administrative or judicial body, court or tribunal;
- (14) **Aviation Charges** means the charges for use of the Airport Services, as set out in Schedule 3;
- (15) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday in Brisbane, Queensland;
- (16) **CASA** means the Civil Aviation Safety Authority, established under the *Civil Aviation Act 1988* (Cth);
- (17) **Certificate of Registration** means, for an Aircraft, the certificate of registration issued by CASA pursuant to the *Civil Aviation Regulations 1988* (Cth);

- (18) **Charter Operations** means any charter operations for transporting people and or goods which are not available to the general public without prior arrangement;
- (19) **Common Areas** means those parts of the Airport designed or intended by AAC, for use by the tenants or other occupiers of the Airport and their respective employees invitees and licensees in common with each other;
- (20) **Conditions** means the General Conditions and any schedule or annexure to it;
- (21) **Confidential Information** means information of every kind concerning or in any way connected with any party or the business, property or affairs of any party or which is the property of any party and which:
- (a) is disclosed in writing, orally or by any other means by a party or by any person on that party's behalf; or
 - (b) comes to the knowledge of the recipient or an employee, officer or agent of the recipient by any means,
- but does not include information which:
- (c) was lawfully known to the recipient through sources other than the disclosing party; or
 - (d) is generally publicly available (other than as a result of a breach of these Conditions);
- (22) **Excluded Loss** means indirect, economic, special or consequential loss or damage, delay costs and loss of revenue, profits, time, goodwill, data, anticipated savings, opportunity, business reputation, future reputation or production;
- (23) **Excluded Services** includes services and facilities set out in Part 2 of Schedule 1, which are not provided under these Conditions;
- (24) **Fuel Storage & Handling Activities** means the storage and handling of fuel and associated products for use in Aircraft;
- (25) **General Aviation Operations** means any Aircraft operations other than Charter Operations;
- (26) **Ground Handling Services** means the provision of all or some of the following services:
- (a) passenger check-in and baggage handling;
 - (b) Aircraft cleaning and catering;
 - (c) Aircraft turnaround, maintenance, movement & repositioning;
 - (d) Aircraft refuelling;
- (27) **Insolvent**, in relation to you, means:
- (a) you assign your property for the benefit of creditors; or
 - (b) you become an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth); or
 - (c) you are otherwise unable to pay your debts as and when they fall due; or

- (d) something having a substantially similar effect to paragraphs (a) to (c) happens;
- (28) **Law** means any requirement of any statute, rule, regulation, proclamation, order, ordinance or by-law, whether Commonwealth, state or local and includes other orders or directions from any government or statutory body relevant to the Airport and/or any access or use of the Airport;
- (29) **MTOW** means the maximum take-off weight for an Aircraft as specified by the Aircraft's manufacturer;
- (30) **No Claim** means no claim on any basis whatsoever, whether under the law of contract, tort (including negligence), in equity or otherwise at law;
- (31) **Noise Management Procedures** means any procedure we require you to comply with in relation to minimising and managing Aircraft noise and other activities carried on at the Airport;
- (32) **Related Body Corporate, Subsidiary and Holding Company** each has the meaning given in section 9 of the *Corporations Act 2001* (Cth);
- (33) **Terminal** means the passenger terminal building at the Airport and includes any concourse, shops and public areas;
- (34) **You** means, where the context permits, the person who is identified as the "Owner" in the Notification of Aircraft Details form or if no one is identified, the holder of the Certificate of Registration at the time our Airport Services are used, and includes your Associates.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other Law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (g) dollars means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.

If we are required to give any consent or approval (by whatever name), then unless these Conditions provide otherwise, we can do so in our absolute discretion, and we are not required to act for your benefit.

- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of these Conditions or affect their interpretation.
- (5) A provision of these Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Conditions or the inclusion of the provision in these Conditions.
- (6) If anything in these Conditions is unenforceable, illegal or void then it is severed and the rest of these Conditions remains in force (amended, but only to the extent necessary, to take account of the severed provisions).
- (7) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (8) All indemnities survive the termination of these Conditions.

2 Using the Airport Services

2.1 Conditions on which you use our Airport Services

- (1) These Conditions are the terms on which we provide the Airport Services and they take effect on the date stated on the cover page.
- (2) Unless we have agreed with you otherwise, if you use the Airport after the Start Date, then, regardless of whether you sign these Conditions:
 - (a) any use of the Airport Services by you after the Start Date is deemed to be your acceptance of these Conditions; and
 - (b) you agree to comply with these Conditions from the Start Date, as varied in accordance with these Conditions.
- (3) Our contact details, for the purposes of clause 11.1 are as follows:

Street address	Top Floor, Terminal Building, Grenier Drive, Archerfield Airport, Queensland, 4108
Postal address	PO Box 747, Archerfield, Queensland, 4108
Telephone number	07 3275 8000
Facsimile number	07 3275 8001
Email address	aac@archerfieldairport.com.au

2.2 Use of Airport Services

- (1) In using our Airport Services, you must comply with:
 - (a) these Conditions;
 - (b) all applicable Laws, including those in relation to aviation safety, aviation security, building activities, the environment and work health & safety;

- (c) reasonable directions notified by us from time to time, to the extent necessary for the day to day operation of the Airport, including directions in relation to aviation safety, aviation security, building activities, the environment and work health & safety;
- (d) our Aerodrome Manual (if you are on the distribution list and have been given access to it) and the operational requirements of the Airport as published in the AIP;
- (e) any other operational manual or standard operating procedures, as amended from time to time. We will:
 - (i) provide you with copies of, or access to, these documents upon request;
 - (ii) use our reasonable endeavours to notify you if these documents are amended. We may do so by notifying you either directly (including by email) or by publishing a notice on our website that we have amended it;
- (f) our emergency procedures for the Airport as set out in our Aerodrome Emergency Plan (**AEP**);
- (g) our Safety Management System (or SMS) for the Airport, being our system (as required by CASA) for managing safety, including the necessary organisational structures, accountabilities, policies and procedures established at the Airport;
- (h) our requirements in relation to aviation security;
- (i) all relevant CASA and Airservices Australia rules and regulations, orders, instructions, directions and notices (including those relating to air traffic control);
- (j) any restrictions on flying operations that may be in place from time to time as imposed by:
 - (i) the AIP (which includes the ERSA and any NOTAMs);
 - (ii) any relevant Authority;
 - (iii) Noise Management Procedures; and
 - (iv) our "Fly Neighbourly" code of conduct for the Airport, which is available on our website;
- (k) orders and directions on safety or security from the Department of Infrastructure and Regional Development (**DIRD**), local government or any other Authority having jurisdiction over the Airport;
- (l) any applicable requirement to obtain and observe the relevant operator licences issued by us which include Airside driving licences;
- (m) our plans, strategies and procedures (by whatever name) for environmental management, building activities and work health & safety at the Airport;
- (n) other conditions, instructions, orders and directions necessary for the day to day operation of the Airport (including our Airport User Rules) issued or

published from time to time, provided (except for emergencies) we have given you not less than 7 days' notice of them. We may give you this notice either directly (including by email) or by publishing a notice on our website.

- (2) You must:
- (a) ensure that your Associates comply with the requirements of clause 2.2(1) (to the extent those requirements are relevant to their use of the Airport);
 - (b) not do anything which puts us in breach of any applicable Laws (including, but not limited to, all Laws relating to aviation safety and security); and
 - (c) not do anything which causes (or could cause) a nuisance or danger to other Airport users or causes (or could cause) either a hazard to aviation safety or a threat to aviation security;
 - (d) not, without our prior written consent, carry out any Fuel Storage & Handling Activities. Before giving our consent, we may require you to enter into a Fuel Storage & Handling Licence with us. That document is available from us upon request;
 - (e) obtain our prior written consent (ie. prior permission required) before you operate any Aircraft which are not on the Aircraft Register, being non-VH registered Aircraft;
 - (f) not operate any business or other commercial undertaking at the Airport without our prior written consent, which may be given by way of a lease, licence or other form of authorisation and which may be subject to conditions;
 - (g) to the extent practicable, when using Airport Services in common with other users, cooperate with those other users; and
 - (h) reasonably co-operate with us in our provision of the Airport Services.
- (3) You acknowledge that we may:
- (a) choose to form, or be required by Law to form, certain committees in relation to such things as aviation safety, aviation security and emergency planning;
 - (b) from time to time, ask you to appoint a representative to attend meetings of those committees and contribute to the desired outcomes for those committees, and you agree to use your best endeavours to comply with our requests and to work cooperatively with us on those committees;
 - (c) conduct aviation safety, aviation security and emergency planning exercises and training for Airport users. We will give you reasonable prior notice of any proposed exercises and/or training, and you agree to use your best endeavours to participate (and ensure that your Associates participate) in any such exercises and/or training if we ask you to do so.

2.3 Supply of Airport Services by us

- (1) We will provide the Airport Services:
- (a) as required by these Conditions;

- (b) in accordance with all applicable Laws (including any constraints in those Laws, such as aviation safety and security requirements); and
 - (c) with due care and skill.
- (2) You acknowledge and agree that:
- (a) you use the Airport Services in common with others, and that you do not have exclusive or priority access to any of the Airport Services;
 - (b) we may allocate the use of particular Airport Services, such as aircraft or vehicle parking bays, and we may make rules (and change them from time to time) about the way in which we will allocate our facilities. In making these rules, we will have regard to the most efficient operation of the facilities available from time to time for the provision of the Airport Services;
 - (c) access to and use of the Airport Services is subject to restrictions and other conditions imposed by Law, such as those relating to aviation security and emergency response activities at the Airport.
- (3) You acknowledge and agree that the Excluded Services are either:
- (a) provided by someone other than us; or
 - (b) provided by us under a separate agreement. For example, if you require a parking bay in our sealed or grassed parking areas for permanent Aircraft parking, you must first enter into an Aircraft Parking Licence with us. That document is available on our website.

2.4 Unavailability of Airport Services

- (1) We will endeavour to keep our Airport Services available for use. However, we may, from time to time, declare that some of the Airport Services are unavailable for use. This could be for a range of reasons, including the following:
- (a) operational requirements (such as emergencies);
 - (b) upgrade and maintenance purposes;
 - (c) because of our development activities at the Airport; or
 - (d) because of events beyond our reasonable control.
- (2) If the Airport Services are to be unavailable, either partially or completely, and we are reasonably able to give you advance notice (for example, because we are undertaking planned maintenance or construction activities), we will use our best endeavours to give you as much notice as reasonably possible of:
- (a) what Airport Services will be unavailable and why;
 - (b) for how long we expect the Airport Services to be unavailable (although we cannot give any guarantees about those time periods);
 - (c) what alternative arrangements (if any) we have made during the period of unavailability.

We may give you this notice either directly (including by email) or by publishing a notice on our website.

- (3) We:
- (a) cannot guarantee that all of the Airport Services will be available all of the time (and make no representation or warranty that this will be the case);
 - (b) are not obliged to make alternative Airport Services available to you,
- and, provided we have complied with this clause 2.4, you release us from, and have No Claim against us for, any loss or damage you suffer as a result of any Airport Services being unavailable.

2.5 Moving your Equipment

- (1) We may, subject to any operational requirements of ours or an Authority, direct you to:
- (a) move any Aircraft, vehicle or other equipment owned or operated by you (collectively referred to in this clause as **Equipment**) to another position at the Airport; or
 - (b) remove any Equipment operated by you from the Airport,
- within a specified time. If Equipment operated by you is connected with an actual or perceived threat to aviation safety, aviation security, the environment or the health & safety of people, we may direct you to move or remove the Equipment immediately. We may give a direction under this clause 2.5(1) either orally or in writing.
- (2) You must promptly comply with any direction we give under clause 2.5(1). If you do not comply with our order within the specified time, we may move or remove the Equipment and:
- (a) you must pay our reasonable costs of doing so;
 - (b) from the end of the time specified in our order until the time the Equipment is moved, you must pay to us a holding fee which is the greater of:
 - (i) in the case of Aircraft or vehicles, 20 times the then-current parking charge for visitor/itinerant parking; or
 - (ii) for all other Equipment, \$250 per week or part thereof.
 - (c) you release us from, and have No Claim against us for, any loss or damage caused to the Equipment or any of other property of yours; and
 - (d) you are liable for and indemnify us and our Associates against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our direction, including any loss or damage caused to the Equipment or any other property of yours.

3 Our information requirements

You must comply with our information requirements as set out in Schedule 2.

4 Aviation Charges

You must comply with our payment requirements as set out in Schedule 3.

5 Insurance

You must comply with our insurance requirements as set out in Schedule 4.

6 Risk, liability & indemnity

6.1 Risk

You use the Airport and the Airport Services at your own risk. We are not responsible for any Aircraft, vehicles or other property you or your Associates bring onto the Airport in connection with the Airport Services.

6.2 Exclusion of liability

(1) You have No Claim against us (or our Associates), and you release us from liability, for:

- (a) loss or damage caused for any reason to an Aircraft, vehicle or any other property you or your Associates bring onto the Airport;
- (b) personal injury or death caused for any reason to you or any of your Associates at the Airport; or
- (c) any claims by third parties in connection with any of the matters in clauses 6.2(1)(a) or 6.2(1)(b),

except to the extent caused by our, or our Associates', negligence or recklessness.

(2) You have No Claim against us (or our Associates), and you release us from liability, for:

- (a) any loss you suffer, or any person claiming through you suffers, because of delays in the movement or scheduling of your Aircraft; and
- (b) any Excluded Loss you or your Associates suffer in connection with your use of the Airport.

6.3 Indemnity

(1) Without limiting any other right or remedy we may have, you indemnify us against:

- (a) any liability to or claim by a third party (including your Associates) against us; and
- (b) all costs, charges, expenses (including in connection with advisors), fines, penalties, losses and damages we suffer or incur (**Costs**),

arising out of or in connection with any:

- (c) wilful or negligent act or omission; or
- (d) breach of these Conditions,

by you or any of your Associates.

(2) The indemnity in clause 6.3(1) will be reduced to the extent that any:

- (a) wilful or negligent act or omission; or

- (b) breach of these Conditions,
by us contributed to the liability, claim or Costs.
- (3) It is not necessary for us to incur or suffer the liability, claim or Costs or make payment before enforcing a right of indemnity and you agree to pay us on demand for any amounts claimed under the indemnity.

6.4 Exclusion of certain conditions, warranties & guarantees

- (1) All statutory or implied conditions, warranties and guarantees are excluded to the maximum extent permitted by Law.
- (2) To the extent permitted by Law, our liability under any such condition, warranty or guarantee which cannot legally be excluded is limited to:
 - (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
 - (b) in the case of services:
 - (i) supplying the services again; or
 - (ii) paying the cost of having the services supplied again.

7 Variation of these Conditions

- 7.1 Subject to any applicable Laws, we may vary or replace any of these Conditions at any time, including varying our Aviation Charges or our car parking fees for Common Areas of the Airport.
- 7.2 Subject to clause 7.3, before varying or replacing any of these Conditions, we will give you notice at least 30 days before the variation or replacement takes effect. We may give you this notice either directly (including by email) or by publishing a notice on our website.
- 7.3 If, because of an aviation safety or aviation security matter, we consider it reasonably necessary to urgently vary or replace any of these Conditions, we may do so with immediate effect, by notice to you. We may give you this notice either directly (including by email) or by publishing a notice on our website.

8 Suspension and termination

8.1 Failure to pay

- (1) If you do not pay us an amount you owe us under these Conditions, within 30 days after it is due for payment, we may:
 - (a) refuse to allow any or all Aircraft, vehicles or other property owned or operated by you (collectively referred to in this clause 8 as **Equipment**) to

use our Airport Services, provided we have given you 14 days' notice of our intention to do so; and/or

- (b) detain any or all of your Equipment at the Airport until you have paid all amounts you owe us under these Conditions and you grant us a lien over your Equipment in our possession or control for the payment of such amounts owing to us,

and you release us from, and have No Claim against us for, any loss or damage you suffer in connection with us exercising our rights under this clause 8.1, including any damage caused to your Equipment that is yours or is operated by you.

- (2) If we give you a notice under clause 8.1(1)(a) and at the expiration of 14 days you have not paid all amounts owing to us at that time, you must immediately:
 - (a) cease using the Airport Services; and
 - (b) remove any Equipment that is yours or is operated by you from the Airport.
- (3) Our right to detain your Equipment and the lien granted in clause 8.1(1)(b):
 - (a) are not affected by the departure or removal of any of your Equipment from the Airport; and
 - (b) continue to be exercisable by us in respect of any of your Equipment at the Airport until such time as the amounts owing to us are paid in full.

8.2 Termination

- (1) To the extent that we are permitted to do so by Law, if:
 - (a) you are Insolvent;
 - (b) your conduct constitutes a repudiation of your obligations under these Conditions;
 - (c) you fail to remedy any default under these Conditions within such reasonable time as we give you (by notice in writing),

then we may, by written notice, terminate these Conditions and your access to the Airport.

- (2) If we terminate these Conditions, then you must immediately:
 - (a) cease using the Airport Services; and
 - (b) remove any Equipment of yours from the Airport.

8.3 Cumulative rights

The rights, powers and remedies provided in these Conditions are in addition to those provided by Law independently of these Conditions and each right, power and remedy provided in these Conditions (including any right of indemnity) is additional to and not exclusive of every other right, power or remedy provided in these Conditions.

9 Dispute resolution

- 9.1 If a dispute arises in connection with these Conditions, a party to the dispute must, before taking any other action in connection with dispute, give to the other party a notice specifying the dispute and requiring its resolution under this clause 9 (**Notice of Dispute**).
- 9.2 If, following issue of a Notice of Dispute, the dispute remains unresolved for 14 days, either party may refer the dispute to a dispute committee, consisting of at least 1 senior manager from each party (**Dispute Committee**).
- 9.3 The Dispute Committee must meet at least twice at our offices (or such other place as the parties may agree) during the 14-day period after the dispute is referred to it, with a view to resolving the dispute by agreement.
- 9.4 If the Issue remains unresolved for 30 days after the Management Committee met (or should have met) either party may refer the dispute to the General Manager or Chief Executive Officers (or the person holding the equivalent position) of the parties (**GMs**).
- 9.5 The GMs or their nominees must, within 14 days of one party referring the dispute to the GMs, meet at our offices (or such other place as the parties may agree) and discuss the dispute with a view to resolving the dispute by agreement.
- 9.6 Nothing in this clause 9 prevents either party from commencing legal proceedings for urgent interlocutory relief.
- 9.7 If we consider, acting reasonably, that a dispute is not genuine, we may take any other action against you that the Law allows (including exercising our powers under these Conditions) while in dispute with you.

10 Confidentiality and publicity

- 10.1 A party (**Recipient**) must keep confidential, and not use or disclose, any Confidential Information of the other party (**Discloser**), except:
- (1) to the Recipient's Associates and Related Bodies Corporate on a "need-to-know" and confidential basis, in connection with the Recipient's rights and obligations under these Conditions;
 - (2) where required to be disclosed by applicable Laws or the rules of any stock exchange upon which the Recipient's securities are listed, provided that before disclosing any information, the Recipient provides notice to the Discloser and takes all reasonable steps to maintain the confidence of the Confidential Information; and
 - (3) in our case, to third parties who require the information for the safe, secure and efficient operation and development of the Airport, provided those third parties are obliged to keep that information confidential.
- 10.2 Any Confidential Information disclosed to the Recipient remains the property of the Discloser.
- 10.3 The Recipient:
- (1) must take all reasonable steps to prevent the unauthorised use or disclosure of the Discloser's Confidential Information, including taking such precautions as the Recipient takes in respect of its own Confidential Information of a similar nature;
 - (2) is liable to the Discloser for any unauthorised use or disclosure of Confidential Information by its Associates and any other person to whom it discloses the

Discloser's Confidential Information (**Unauthorised Disclosure**) as though the Recipient had itself engaged in the Unauthorised Disclosure.

- 10.4 Notwithstanding anything else in these Conditions, we may disclose any aggregated information in respect of the Airport (such as aggregated passenger numbers) to any Authority or other person for such purposes as we consider necessary or appropriate, including for the purpose of a tender or renegotiation of contracts.
- 10.5 You must not, and must ensure that your Associates do not, without prior written approval:
- (1) issue any press release or other public document, or make any public statement, with respect to the subject matter of these Conditions; or
 - (2) issue any press release or other public document, or make any public statement, which includes a reference to us or the Airport.
- 10.6 This clause 10 continues to bind the parties after the expiry and termination of these Conditions.
- 10.7 Nothing contained in this clause 10 affects rights and obligations arising under any other agreement or undertaking between the parties in relation to Confidential Information.

11 Notices

- 11.1 Unless expressly stated otherwise in these Conditions, all notices, certificates, consents, approvals, waivers and other communications in connection with these Conditions:
- (1) must be in writing, signed by an authorised officer of the sender;
 - (2) must be marked for the attention of the person identified in the Details (or such other person as last notified);
 - (3) must be served by at least one of the following means:
 - (a) by delivering it by hand to the address in Australia last notified in writing;
 - (b) by prepaid post to the address in Australia last notified in writing, in which case it is taken to be received within 3 days after posting;
 - (c) by facsimile to the facsimile number last notified in writing, in which case it is taken to be received on production of a transmission report by the transmitting machine which indicates that the whole facsimile was sent to the facsimile number of the recipient; or
 - (d) given in any other way permitted by law.
- 11.2 Despite clause 11.1(3), if a notice is received on a Business Day after 5.00pm in the location of the Airport, or on a day that is not a Business Day, the notice is taken to be received at 9.00am on the next Business Day.
- 11.3 Our contact details are set out in clause 2.1(3). You must notify us when any of the contact details you have provided to us change.

12 Entire understanding & governing law

These Conditions:

- (1) constitute the entire agreement and understanding between the parties on everything connected with the subject matter of these Conditions;
- (2) supersede any prior agreement or understanding on anything connected with that subject matter; and
- (3) are governed by the laws of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

Schedule 1 – Airport Services

Part 1 – Airport Services

Aircraft movement facilities and services	Other facilities and services
<ul style="list-style-type: none">• Airside grounds, runways, taxiways and aprons available for itinerant use• airfield lighting, Airside roads, Airside lighting• Aircraft parking – itinerant/visitor parking• visual navigation aids provided by us	<ul style="list-style-type: none">• closed circuit surveillance systems and security systems• public areas in the Terminal and public amenities• landside roads, landside lighting, landside car parks• Common Areas

Part 2 – Excluded Services

- (1) long-term aircraft parking (non-itinerant/visitor parking for a period of 3 months or more);
- (2) navigation or air traffic control services;
- (3) navigation aids not owned or operated by us;
- (4) rescue and fire-fighting services;
- (5) en-route services;
- (6) meteorological services;
- (7) premium/VIP passenger lounges;
- (8) airline offices (including offices used by flight and cabin crew);
- (9) hangar facilities;
- (10) Ground Handling Services (including Aircraft refuelling facilities) and areas for storage of equipment used for that purpose;
- (11) environmental clean-up services.

Schedule 2 – Information you must provide to us

1. You acknowledge that it is important that you provide certain information to us when using our Airport Services. Our information requirements depend on the type of operation you will conduct at the Airport.
2. Before using the Airport Services, you must give us the following information, together with such other supporting material or other documentation as we reasonably require:

If you conduct Charter/Air Transport Operations	If you conduct General Aviation Operations
<ul style="list-style-type: none"> • your name, address, ABN and contact details 	<ul style="list-style-type: none"> • your name, address, ABN and contact details
<ul style="list-style-type: none"> • evidence of your emergency procedures (to the standard required by our AEP) for dealing with all potential threats to Aircraft, passengers, cargo and our Airport Services 	<ul style="list-style-type: none"> • details of the ownership, type, registration, configuration and MTOW of each Aircraft which you intend to use at the Airport
<ul style="list-style-type: none"> • names, addresses, telephone numbers (business and after hours), facsimile numbers and email addresses of your key contact Personnel for (a) emergencies, (b) aviation security, (c) operational issues and (d) financial matters 	<ul style="list-style-type: none"> • evidence that you have insurances in place which meet the requirements of these Conditions
<ul style="list-style-type: none"> • details of the ownership, type, registration, configuration and MTOW of each Aircraft which you intend to use at the Airport 	<ul style="list-style-type: none"> • a completed Notification of Aircraft Details in the form set out in Annexure A to this Schedule 2
<ul style="list-style-type: none"> • confirmation that the types and standards of Aircraft you intend to use at the Airport comply with any applicable Law relating to aircraft noise and any Noise Management Procedures 	
<ul style="list-style-type: none"> • arrangements for Ground Handling Services relevant to your operations 	
<ul style="list-style-type: none"> • evidence that you have insurances in place which meet the requirements of these Conditions 	
<ul style="list-style-type: none"> • a completed Notification of Aircraft Details in the form set out in Annexure A to this Schedule 2 	

3. Within 1 month of any changes to the information provided in accordance with the table above, you must provide to us in writing details of the changes.

4. If you fail to provide the information required under paragraph 3 of this Schedule 2, we will invoice you for Aviation Charges on the basis that the Aircraft continues to be operated/owned by you and you agree to pay those charges.
5. If you are conducting Charter Operations, you must provide as much notice as you reasonably can (and in any event not less than 3 days' notice) each time you propose to use the Airport Services.
6. You must provide the information required by this Schedule 2 using the contact details set out in clause 2.1(3) of the General Conditions.

ANNEXURE A – NOTIFICATION OF AIRCRAFT DETAILS

Notification of Aircraft Details	
Date:	
Aircraft Operator	
Name:	
ABN:	
ACN:	
Address:	
Telephone:	Facsimile:
Email:	
General information	
Arrival date / time:	
Departure date / time:	
Aircraft type:	
MTOW:	
Number of passengers:	
Certificate of Registration holder (if not the Aircraft Operator)	
Registration:	
Name:	
Address:	
Telephone:	Facsimile:
Owner (if not Certificate of Registration holder)	
Name:	
Address:	
Telephone:	Facsimile:

Signature of person completing the form: _____

Please circle whether you are the:

- Certificate of Registration holder
- Owner
- Operator

Schedule 3 – Charging arrangements

1. Paying for use of the Airport Services

- (1) In consideration for us providing the Airport Services, you agree to pay the Aviation Charges. The Aviation Charges:
 - (a) will be calculated in accordance with clause 2 of this Schedule 3;
 - (b) accrue each time you use the Airport;
 - (c) unless you have a credit account with us, are due and payable before your Aircraft leaves the Airport.
- (2) If we have approved a credit account for you:
 - (a) at the end of each month, we will invoice you for the Aviation Charges which have accrued to the end of that month;
 - (b) subject to clause 4 of this Schedule 3, you must pay the invoiced amount:
 - (i) by the due date set out in the invoice, which will be not less than 14 days after we issue the invoice; and
 - (ii) by one of the methods for payment described in the invoice.
- (3) We may cancel your credit account by notice to you at any time if you fail to pay your Aviation Charges by the due date on more than 3 occasions. If we cancel your credit account, then paragraph (1) will apply.

2. Information requirements for charging purposes

- (1) We will use the information you have provided to us in accordance with Schedule 2 to issue you invoices for Aviation Charges.
- (2) If you fail to provide the information required by Schedule 2:
 - (a) we will obtain that information from such other sources as are reasonably available to us (including CASA, any equivalent international Aircraft registration bodies or the Aircraft's manufacturer);
 - (b) we will invoice you for Aviation Charges, and you must pay those charges, on the basis of the MTOW determined by us;
 - (c) the registered Aircraft Owner and/or Aircraft Operator as indicated on the CASA and/or equivalent international Aircraft registration bodies' register will be held jointly and severally liable in relation to all costs and charges levied (including the Aviation Charges).

3. Use of Airport Services after hours

- (1) In this clause 3, **After Hours Charge** means the sum of \$100 for each hour, or part thereof, for which we provide After Hours Access.
- (2) You must notify us as soon as practicable that you require access to our Airport Services outside of standard business hours, for example where you require access through an Airside gate (**After Hours Access**).

- (3) You acknowledge that we may incur additional costs, including employment and other contractor costs such as call-out fees, in facilitating your After Hours Access, which we may on-charge to you.
- (4) If we provide to you After Hours Access and incur additional costs in doing so, you agree to pay the After Hours Charge:
 - (a) in addition to any other Aviation Charges which may be applicable;
 - (b) in the same manner as Aviation Charges are payable under these Conditions;
 - (c) in hourly blocks, notwithstanding that we only provided After Hours Access for part of an hour.

4. Late payment

- (1) If you do not pay the invoiced amount by the due date, then you must, if we require you to, pay interest on the unpaid amount. Interest will:
 - (a) be calculated at a rate of 20%; and
 - (b) apply from and including the due date to and including the date you pay the outstanding amount and all interest accrued on it.
- (2) You must notify us as soon as possible if you dispute any charge shown in an invoice. If we reasonably consider that you have a bona fide dispute, then clause 9 of the General Conditions will apply. You must pay all Aviation Charges in full pending resolution of any such dispute.
- (3) If you do not dispute an invoice within 3 months of the date we issue it, you waive the right to dispute the invoice after that time and you have No Claim against us in relation to the invoice.
- (4) You may not make any set-off against or deduction from the Aviation Charges or any other charges payable by you under these Conditions.
- (5) We may take any other action against you that the Law allows to recover anything you owe us. This includes issuing you with a statutory demand for any debt you owe us which is due and payable. We may recover from you reasonable costs of recovering any unpaid Aviation Charges including, without limitation, any reasonable legal fees.

5. Bank Guarantee

- (1) In this clause 5, a **Bank Guarantee** means an unconditional undertaking to pay the amount determined in accordance with clause 5 of this Schedule 3, which must be:
 - (a) given by an "authorised deposit-taking institution" under the *Banking Act 1959* (Cth) (or if we agree some other reasonable financial institution); and
 - (b) on terms reasonably acceptable to us (including that it not have an expiry date).
- (2) You must provide a Bank Guarantee to us within 30 days of our request, if you have a credit account with us and we ask you to provide it to us, which may be at the time we initially approve your credit account or at any time after that.

- (3) If you fail to provide a Bank Guarantee following our request, we may, until you provide us with a Bank Guarantee:
 - (a) refuse to allow any or all of your Aircraft or vehicles to enter or use the Airport;
 - (b) refuse you and your Associates access to any part of the Airport; and
 - (c) report your conduct to any credit reference organisation.
- (4) The amount of the Bank Guarantee will be not less than the aggregate of the previous 3 months' Aviation Charges payable by you and we may on 30 days' written notice require you to increase the amount of the Bank Guarantee if:
 - (a) you fail to pay any Aviation Charges; or
 - (b) you fail to comply with any of these Conditions.
- (5) If you fail to pay any Aviation Charges, or otherwise fail to comply with any of these Conditions, we may draw upon the Bank Guarantee without notice to you to compensate us for any cost, loss or damage we suffer or incur.
- (6) If we draw upon the Bank Guarantee, you must immediately give us a replacement Bank Guarantee for the amount required under this clause 5 and we may exercise the same rights under paragraph (3) until a replacement Bank Guarantee is provided.

6. Goods and Services Tax

- (1) In this clause 6:
 - (a) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**);
 - (b) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
 - (c) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
 - (d) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
 - (e) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- (2) Unless GST is expressly included, the consideration to be paid or provided under any other clause of these Conditions for any supply made under or in connection with these Conditions does not include GST.
- (3) To the extent that any supply made under or in connection with these Conditions is a taxable supply:

- (a) the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply; and
 - (b) that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is to be paid or provided.
- (4) A party's right to payment under paragraph (3) is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.
- (5) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

Aviation Charges

We review Aviation Charges at least annually (and usually prior to the commencement of each financial year). The latest pricing is available on our website or from us upon request.

Schedule 4 – Insurance requirements

1. Before you commence using the Airport Services, you must take out and maintain in your name adequate aviation liability insurance (having regard to the nature and scale of your operations at the Airport) and public liability insurance in connection with your use of the Airport.
2. The insurance policies you take out and maintain under this Schedule 4:
 - (1) must be with reputable insurers, whose ordinary business includes insurances of the type required by this Schedule 4;
 - (2) must not include any unusual exclusions, endorsements or qualifications, having regard to the insurances normally maintained by an airline or Aircraft Operator carrying out operations of the nature and scale of yours.
3. You must notify us if something happens in connection with your use of the Airport that gives rise or might give rise to a claim.
4. Nothing in this Schedule 4 limits your obligations, liabilities and responsibilities under these Conditions or otherwise.
5. If we ask, you must give us evidence that you have the insurances which meet the requirements of this Schedule 4 and we may refuse to allow you access to the Airport Services until you have provided to us that evidence.