

# AIRPORT USER RULES

## IMPORTANT NOTES

- These Airport User Rules contain important information about what you can and cannot do on Archerfield Airport – you should read them carefully.
- These rules apply to all users of Archerfield Airport (including aircraft owners and operators, tenants, contractors and visiting members of the public). They also apply where services are requested from Archerfield Airport Corporation Pty Ltd.
- The rules apply in addition to any other agreement you may have with Archerfield Airport Corporation Pty Ltd as well as legislative obligations which apply to you or us. If these rules are inconsistent with an agreement between you and us, then that other agreement will prevail but only to the extent of the inconsistency.
- By using Archerfield Airport, you agree to comply with these rules.
- The rules may be amended from time to time – for the latest version, you should check our website at [www.archerfieldairport.com.au](http://www.archerfieldairport.com.au).
- If you require any further information about these rules, you should contact us on (07) 3275 8000 or at [aac@archerfieldairport.com.au](mailto:aac@archerfieldairport.com.au).

### 1. Definitions

- **Airport** means Archerfield Airport, being the area leased by us from the Commonwealth of Australia.
- **Airside** means that part of the airport used for the movement of aircraft, together with adjacent areas and buildings, access to which is controlled for aviation safety and security purposes.
- **Airside Vehicle Control Handbook** means our handbook (as updated from time to time) for the use and operation of vehicles in Airside areas at the Airport.
- **We, us, our** means Archerfield Airport Corporation Pty Ltd ABN 31 081 619 123.
- **You, your** means the person, company or other body using the Airport. It includes your employees, agents, contractors and invitees.

### 2. Introduction

Pursuant to the *Airports Act 1996* (Cth) and our lease with the Commonwealth of Australia, we are responsible for the operation and development of the Airport. In doing so, we must comply with our airport lease and the Airports Act.

So that we can meet our obligations, and for the proper management of the Airport, we have made these Airport User Rules to deal with such things as aviation safety, security, tenant management and Airport operations more generally.

### 3. Requirements

These rules are in 3 parts:

- (a) Section 4 applies to **all users of Archerfield Airport**;
- (b) Section 5 applies to **users who have a lease or licence** with us to occupy a certain part of the Airport, such as a hangar; and
- (c) Section 6 deals with **services we provide** in connection with the Airport, such as airside escorts, building applications and prescribed airspace applications.

### 4. General provisions apply to all Airport users

- (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 by doing so you agree to comply with any conditions, rules or notifications issued by AAC from time to time, including the Archerfield Airport Conditions of Use which are available on our website at [www.archerfieldairport.com.au](http://www.archerfieldairport.com.au).
- (b) You must not, and must ensure that others do not, park or place any vehicle, plant, equipment or other item (collectively, **Vehicles**) on any part of the Airport except as follows:
  - (i) in the case of Vehicles used to deliver your stock or consumable, Vehicles may be parked in areas designated for loading or unloading; and
  - (ii) in all other cases, Vehicles must be parked in parking bays designated by us, in each case subject to any time limits and/or fees indicated on such parking areas. As a general rule, landside parking is limited to 12 hours and airside parking is limited to 30 minutes unless signed otherwise.

If you do not comply with the requirements of this rule, then we may move your Vehicles to such other place on the Airport as we determine, in which case:

  - (iii) you must pay us the costs of moving and storing your Vehicle, which we may recover from you as a liquidated debt; and
  - (iv) if AAC chooses to store any item it removes, you are liable for the cost of such storage at the rate of \$250 per week or part thereof per item removed; and
  - (v) we are not liable, and you release us from liability, for any loss or damage you suffer (including damage to your Vehicle or anything in it), arising in connection with us moving your Vehicle.
- (c) All motor vehicles entering Airside areas must comply at all times with:
  - (i) the current Airside Vehicle Control Handbook; and
  - (ii) our Vehicle Escort Policy, which is available on our website; and
  - (iii) any other policies, rules, orders, directions or instructions issued by us from time to time in connection with the safety and security of Airside operations. This includes any vehicular routes of access we designate from time to time and our requirement for pavement concessions for vehicles in excess of 5,700kg.
- (d) You must not bring onto your premises or the Airport any heavy machinery, vehicles or other plant or equipment which is:
  - (i) not reasonably necessary for the conduct of your business;

- (ii) of such nature or size that we consider is or could be likely to cause any structural or other damage to the floors, walls or any other parts of any building or any part of the Airport more generally.

Before bringing any such equipment onto your premises or the Airport, you must:

- (iii) inform us in writing of your intention to do so; and
  - (iv) follow any directions we give you about the routing, installation and location of such machinery, plant and equipment.
- (e) You may only conduct commercial filming and photography at the Airport with our prior written consent. You must comply with our Filming & Photography Policy, which is available on our website.
  - (f) You must not use (or allow to be used) the toilets, sinks, drainage and other plumbing facilities at the Airport:
    - (i) for any purpose other than those for which they were designed and constructed;
    - (ii) for depositing any rubbish (including sweepings) or other matter.
  - (g) You must not overload any electrical, mechanical or drainage service provided by us at the Airport.
  - (h) You must immediately notify us if you become aware of any defect in our services or infrastructure, including any water pipes, gas pipes, electrical fittings or wiring, plant & equipment or other services provided by us at the Airport. The form for notification of maintenance issues is on our website.
  - (i) You must notify us if you are involved in or become aware of an accident, incident or hazard at the Airport. If personal injury or damage to property has occurred, you must notify us immediately; in all other cases, you must notify as soon as practicable. The form for notification of these matters is on our website.
  - (j) You must comply with all State and Commonwealth legislation in relation to smoking. This includes the Queensland legislation prohibiting smoking within 4 metres of a building entrance.
  - (k) Unless expressly permitted by an agreement with us, you must not use any part of the Airport as a dwelling or sleeping place, and you must not allow anyone else to do so.
  - (l) You must:
    - (i) take all reasonable and practicable measures to prevent pollution being generated by your operations; or
    - (ii) if you can't reasonably or practicably prevent such pollution, take all reasonable and practicable measures to minimise the generation of pollution.
  - (m) You must not conduct any business on the Airport, including soliciting or canvassing, unless we have granted you the right to carry out that business under a Lease or Licence.
  - (n) You must not bring fuel onto the Airport unless we have specifically granted you the right to do so under a Lease, Licence or other permit.

- (o) Once you stop using the Airport (for example where your lease or licence has ended or you stop parking your aircraft at the Airport), you must immediately return to us all keys and other means of access (such as swipe cards) you hold for any leased or licensed area, or any toilets or other common facilities, whether we gave them to you or you obtained them from someone else.
- (p) If we have registered you for airside pedestrian PIN gate access, you must notify us immediately if:
  - (i) you change your mobile phone number, so that we can update our details; or
  - (ii) stop using the Airport, so we can cancel your security access.

#### **5. Additional provisions in relation to occupation of buildings**

- (a) You must, at your cost, take all proper precautions to keep your premises free of vermin, including rodents, insects, birds and animals.
- (b) You must:
  - (i) take all reasonable precautions against the outbreak of fire in your premises;
  - (ii) comply with all directions we give you from time to time about the prevention, outbreak, spread and control of fire on your premises and the Airport generally, including in relation to the installation and maintenance of all fire safety systems (which includes fire alarm, fire extinguishers, hose reels and emergency exits in the premises).
- (c) We are responsible for the provision and maintenance of airside taxiways which are available for general use. However, for some hangars, we do not provide the taxilanes which connect the hangar to the general taxiway system. Where we do not provide the taxilane to your hangar premises and you require it:
  - (i) you must provide and maintain such taxilane infrastructure; and
  - (ii) you must not carry out any new, upgrade or maintenance works without our prior written approval and (unless exempted) the approval of the airport building controller.
- (d) You must not, and must ensure that others do not:
  - (i) obstruct any part of the Airport you use in common with others;
  - (ii) unreasonably interfere with the use and enjoyment of such areas by others, and you must comply with any directions we give you, including in relation to such things as the loading and unloading of stock or consumables.
- (e) If you lease or licence the whole of a building from us, then you may place one external sign on the exterior of the building. You must comply with our Signage Policy, which contains details of the conditions and fees applicable to signage at the Airport. This policy is available on our website.
- (f) Aside from signage placed on the exterior of buildings, we aim to keep all other signage to a minimum and we will remove any unauthorised signs on the Airport. If you wish to place any other signage at the Airport, we have an Airport Signage Policy and Signage Application Form which can be obtained from our office or our website.
- (g) We may install directory notice boards at the Airport and, at our absolute discretion, allocate space on those directory notice boards for the names and descriptions of the occupiers of the Airport. If we allocate space to you on one of these boards:

- (i) we must first approve the form of your name and description (if any) and any changes to it; and
- (ii) we can ask you to pay for the costs of installation of any approved name and description.
- (h) You must comply with all directions given by us from time to time in relation to:
  - (i) the storage of petrol, oil or other explosive, flammable or dangerous materials on your premises; and
  - (ii) the provision, installation and maintenance of obstruction lights on your premises; and
  - (iii) the provision, installation and maintenance of suppressors on your electrical equipment to prevent interference with radio radar or television transmission and reception.
- (i) We have engaged a waste disposal contractor to remove waste from the Airport. If you require a waste collection service, you can ask us to collect waste from your premises, in which case we will arrange for our contractor to do so and you will be invoiced for those services on a monthly basis.
- (j) If you become aware of any infectious or notifiable illness or disease at your premises, you must immediately notify:
  - (i) us, both orally and in writing;
  - (ii) the relevant Queensland Government Department responsible for public health; and
  - (iii) Brisbane City Council,and you must co-operate with those parties, including providing any information they may require in relation to the illness or disease.
- (k) For a period of at least 90 days before your lease or licence expires, we may:
  - (i) affix a "for lease" notice (or similar) on a conspicuous part of your premises or the Airport;
  - (ii) ourselves, or by our agents, allow prospective tenants to inspect the premises at reasonable times, provided we have given you reasonable notice.

## 6. Services we provide

- (a) We provide a range of services to Airport users and also because we are the "airport lessee company" for the purposes of the *Airports Act 1996* (Cth). This section details some of our requirements.
- (b) Airside vehicle escorts:
  - (i) Under the *Airports (Control of On-Airport Activities) Regulations 1997* (Cth), vehicles may only be taken into Airside areas where the vehicle has an Authority for Use Airside (AUA), or where the vehicle is under escort.
  - (ii) We have a policy for all Airside vehicle escorts which can be obtained from our office or our website.

- (c) Building applications:
- (i) Under the Airports (Building Control) Regulations 1996 (Cth), the Airport Building Controller (ABC) must issue a building approval before any construction work takes place on the Airport (unless the work is exempt from approval).
  - (ii) The ABC cannot give a building approval without an “airport lessee consent”, which is a consent given by us to the proposed works. The above legislation requires us to consider each building application against certain criteria.
  - (iii) We may charge a fee for considering a building application and issuing an “airport lessee consent”, which may be payable by you before we issue that consent.
- (d) Prescribed airspace applications:
- (i) Under the Airports (Protection of Airspace) Regulations 1996 (Cth), certain airspace around Archerfield Airport is defined as “prescribed airspace”. This airspace is protected to ensure the safety of aircraft operations at the Airport.
  - (ii) It is an offence to erect a structure which penetrates this “prescribed airspace” without an approval. These are strict requirements which apply to any sort of structure, including buildings, masts and construction cranes – whether they are permanent structures or will only be erected for an hour.
  - (iii) Under the above legislation, all applications must be lodged with us in the first instance. In some cases (where an approval is required for less than 90 days), we are authorised by the Commonwealth Government to issue approvals.
  - (iv) We may charge a fee for processing an application for a short-term approval, which may be payable before we issue that approval.
  - (v) We have a Temporary Obstacle Height Assessment Policy and Temporary Obstacle Height Assessment Form which can be obtained from our office or our website.