



# Archerfield Airport Corporation

## Archerfield Airport

### Conditions of Use

Effective 01 April 2022

#### Schedule of amendments

Version	Effective date	Nature of amendment
1.0	01 July 2016	Initial issue
1.1	01 April 2022	Editorial changes to headings and heading numbers Amendments to clause 1.1, 2.1 – 2.6, 3.0, 3.3 – 3.5, 4.1, 4.2, 5.0, 5.6, 6.0 – 6.7, 7.0 – 7.8



## Contents

Introduction .....	3
General Conditions .....	3
1 Definitions and interpretations.....	3
2 Use of Archerfield Airport .....	8
3 Using the Airport Services .....	10
4 Information you must provide to us .....	16
5 Insurance, Risk, Liability and Indemnity.....	19
6 Aeronautical Charges .....	21
7 Occupation of buildings on Airport by Lease or Licence.....	25
8 Dispute Resolution .....	31
9 Notices.....	32
10 Entire Understanding and Governing Law .....	32
Schedule 1 – Airport Services .....	33
Schedule 2 – Information you must provide to us.....	34
Schedule 3 – Insurance requirements .....	37



## 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](http://archerfieldairport.com.au); and
  - (b) in the Aeronautical Information Publications, which are published by Airservices Australia and can be accessed at [www.airservicesaustralia.com](http://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.
- E** If we provide other services or facilities to you (such as hangars or offices), then we will enter into separate agreements with you, which will incorporate these Conditions of Use.

## General Conditions

### 1.0 Definitions and interpretations

#### 1.1 Definitions

In these Conditions, unless the contrary intention appears:

- (1) **AAC** means Archerfield Airport Corporation Pty Ltd ABN 31 081 619 123.
- (2) **Aerodrome Emergency Plan** (or **AEP**) means our plan, as amended from time to time, for dealing with an emergency at the Airport;
- (3) **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);
- (4) **Aeronautical Charges** means the charges for use of the Airport Services, as set out in clause 6.0.



- (5) **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](http://www.airservicesaustralia.com)) including Notices to Airmen (**NOTAMs**) and the En Route Supplement Australia (**ERSA**);
- (6) **Airservices Australia** means the body established pursuant to the *Air Services Act 1995* (Cth);
- (7) **Aircraft** includes fixed wing aircraft, helicopters, balloons powered or un-powered and their parts and accessories, equipment and stores;
- (8) **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;
- (9) **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;
- (10) **Aircraft Register** means the register of Australian Aircraft established under the *Civil Aviation Regulations 1988* (Cth);
- (11) **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;
- (12) **Airport Services** means the facilities and services set out in clause 3.1 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;
- (13) **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;
- (14) **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 (b).

In your case, it includes your passengers whether in Aircraft or vehicles;

- (15) **Authority** means any government department, local government, statutory corporation or instrumentality, administrative or judicial body, court or tribunal;
- (16) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday in Brisbane, Queensland;
- (17) **CASA** means the Civil Aviation Safety Authority, established under the *Civil Aviation Act 1988* (Cth);
- (18) **Certificate of Registration** means, for an Aircraft, the certificate of registration issued by CASA pursuant to the *Civil Aviation Regulations 1988* (Cth);
- (19) **Charter Operations** means any charter operations for transporting people and/or goods which are not available to the general public without prior arrangement;
- (20) **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;
- (21) **Conditions** means the General Conditions and any schedule or annexure to it;
- (22) **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);



- (23) **ERSA** means En Route Supplement Australia
- (24) **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;
- (25) **Excluded Services** includes services and facilities set out in clause 3.2 and Part 2 of Schedule 1, which are not provided under these Conditions;
- (26) **Fuel Storage & Handling Activities** means the storage and handling of fuel and associated products for use in Aircraft;
- (27) **General Aviation Operations** means any Aircraft operations other than Charter Operations;
- (28) **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;
- (29) **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;
- (30) **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;
- (31) **MTOW** means the maximum take-off weight for an Aircraft as specified by the Aircraft's manufacturer;
- (32) **NOTAM** means Notice to Airmen and is a notice issued by the NOTAM Office containing information or instructions concerning the establishment, condition or change in any



aeronautical facility, service, procedure or hazard, the timely knowledge of which is essential to persons concerned with flight operations.

- (33) **No Claim** means no claim on any basis whatsoever, whether under the law of contract, tort (including negligence), in equity or otherwise at law;
- (34) **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;
- (35) **Related Body Corporate, Subsidiary and Holding Company** each has the meaning given in section 9 of the *Corporations Act 2001* (Cth);
- (36) **Terminal** means the passenger terminal building at the Airport and includes any concourse, shops and public areas;
- (37) **We, us, our** means Archerfield Airport Corporation Pty Ltd ABN 31 081 619 123.
- (38) **You, your** 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 Interpretations

- (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.



- (3) 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.
- (4) 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.
- (5) Headings and any table of contents or index are for convenience only and do not form part of these Conditions or affect their interpretation.
- (6) 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.
- (7) 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).
- (8) 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.
- (9) All indemnities survive the termination of these Conditions.

## 2.0 Use of Archerfield Airport

### 2.1 Conditions on which you use our Airport

- (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 9, are as follows:

<b>Street address</b>	Top Floor, Terminal Building, Grenier Drive, Archerfield Airport, Queensland, 4108
<b>Postal address</b>	PO Box 747, Archerfield, Queensland, 4108
<b>Telephone number</b>	07 3275 8000
<b>Email address</b>	<a href="mailto:aac@archerfieldairport.com.au">aac@archerfieldairport.com.au</a>





## **2.2 Acceptance of Conditions of Use**

- (1) By using any Airport Services at Archerfield Airport, you accept these Conditions of Use and use the Airport Services subject to these Conditions of Use, as varied from time to time.
- (2) These Conditions of Use take effect from 1 April 2022 and are current until we change, replace, or withdraw them.
- (3) These Conditions of Use are also available on our website ([www.archerfieldairport.com.au](http://www.archerfieldairport.com.au)) or at our office at Top Floor, Terminal Building, Grenier Drive, Archerfield Airport, Queensland 4108.
- (4) These Conditions of Use are binding on all aviation and non-aviation users at all times.

## **2.3 Amendments or Variations to Conditions of Use**

We may change, replace, or withdraw any part of these Conditions of Use, including the Aeronautical Charges or car parking fees for Common Areas of the Airport, at any time, after providing 30 days prior written notice. This notice may be provided to you by email, in a tax invoice or statement sent to you, or by publication on our website.

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.

## **2.4 Cumulative Rights**

The rights, powers and remedies provided in these Conditions are in addition to those provided by Law independent 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.

## **2.5 If you do not comply with these conditions**

- (1) In addition to clauses 7.2 and 7.3, we may, subject to our obligations under Legislation and the Airport Lease, give you 7 days of notice in writing to cease using our Airport Services if you do not comply with these Conditions of Use.
- (2) If you do not comply with any safety or security requirements, we may give you notice to comply immediately.

## **2.6 Exclusion of warranties and conditions**

- (1) We do not make any representation or warranty in connection with the use of the Airport and/or our Airport Services, and we exclude all implied warranties and conditions that can be excluded.



- (2) If a warranty or condition is implied under any legislation in connection with the goods and services we provide and it can be excluded, we exclude it and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:
  - (a) In the case of goods, any one or more of the following:
    - (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;
    - (iv) the payment of the cost of having the goods repaired; or
  - (b) In the case of services:
    - (i) the supplying of the services again; or
    - (ii) the payment of the cost of having the services supplied again.

### **3.0 Using the Airport Services**

- (1) In using our Airport, 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 the Civil Aviation Safety Authority (**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, Transport, Regional Development and Communications (**DITRDC**), 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 and safety at the Airport;
  - (n) other conditions, instructions, orders and directions necessary for the day-to-day operation of the Airport 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 3.0(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) only purchase fuel and associated products directly from operators which have been authorised by us to carry out Fuel Storage & Handling Activities at the Airport. Details of those operators are available from us upon request;
  - (f) obtain our prior written consent (i.e. prior permission required) before you operate any Aircraft which are not on the Aircraft Register, being non-VH registered Aircraft;
  - (g) 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. This includes any arrangements to coordinate the purchase of fuel and associated products for or on behalf of other Aircraft Owners or Aircraft Operators;
  - (h) to the extent practicable, when using the Airport in common with other users, cooperate with those other users; and
  - (i) reasonably co-operate with us in our provision of the Airport.
- (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.



### **3.1 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.

### **3.2 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 3.2, 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.

### **3.3 Moving your Aircraft, Vehicle, or Equipment**

- (1) We may, subject to any operational requirements of ours or an Authority, direct you to:
- (a) move an aircraft, vehicle, or equipment owned or operated by you to another position at the Airport; or
  - (b) remove an aircraft, vehicle or equipment operated by you from the Airport,
- subject to air traffic clearances, at your cost and within a specified time, being a period that we consider in all the circumstances to be reasonable.
- (2) If you do not comply with our order under clause 3.3(1) within the specified time, we may move, or remove, the aircraft, vehicle, or equipment.
- (3) We may move or remove any aircraft, vehicle, or equipment at any time if the aircraft, vehicle, or equipment forms a threat, or is perceived as a threat, to aviation safety or if ordered by any authority, including the DITRDC, CASA, Airservices Australia, Aviation



and Maritime Security, the Australian Federal Police, Queensland Police Service, or any other regulatory authority having jurisdiction.

- (4) If we move or remove an aircraft, vehicle, or equipment in accordance with clauses 3.3(2) or 3.3(3):
  - (a) you must pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed;
  - (b) from the end of the time specified in our order, until the time the aircraft, vehicle or 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 equipment, \$250 per week, or part thereof.
  - (c) we are not liable for any loss, liability or exposure you incur arising out of the removal;
  - (d) you are liable for and indemnify us, our officers, employees, contractors and agents against any personal injury, death, loss or damage sustained in moving the aircraft, vehicle, or equipment, or caused or contributed to by your failure to comply with our order.

### **3.4 Disabled Aircraft Removal**

- (1) You are responsible for:
  - (a) the removal of your aircraft that becomes disabled on the runways and main taxiways;
  - (b) the removal and storage of the aircraft, parts and other items associated with the disabled aircraft;
  - (c) the removal and the acceptable disposal of fuel and/or cargo.
- (2) Prior to retrieving and removing your aircraft that is disabled, you must notify any AAC Operations Officer (or a representative of AAC) as we are responsible for coordinating and attending to the aircraft recovery process.
- (3) If you cannot undertake the recovery process, or are dilatory in doing so, we may, but are not obliged to (including where you have not indemnified us to do so), arrange for the removal of the aircraft at your expense.



### **3.5 Airport Security**

- (1) AAC will conduct regular audits and assessments of airport security measures and procedures, which will include audits and assessments of airport facilities, airport activities, security incidents, and general operations.
- (2) Any compromises to airport security, or any security threats, are to be reported to AAC immediately.

## **4.0 Information you must provide to us**

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

### **4.1 We may require a bank guarantee**

- (1) If we request you to do so, you must within 14 days of our request, provide us with an unconditional bank guarantee in a form reasonably acceptable to us, as security for performance of your obligations under these Conditions of Use. This bank guarantee must not have an expiry date and must be for an amount equal to our reasonable estimate of the Aeronautical Charges that you are likely to incur over a 3-month period, or such other amount we determine appropriate.
- (2) 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, or equipment 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.
- (3) We may, with 30 days' written notice, require you to increase the amount of the Bank Guarantee if:
  - (a) you fail to pay any Aeronautical Charges; or
  - (b) you fail to comply with any of these Conditions.
- (4) If you fail to pay any Aeronautical 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.
- (5) If we draw upon the Bank Guarantee, you must immediately provide us with a replacement Bank Guarantee for the amount required under this clause 4.1 and we may exercise the same rights under paragraph (3), until a replacement Bank Guarantee is provided.





## 4.2 Privacy and Data Protection

- (1) This condition only applies to Personal Information we collect, use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.
- (2) We may collect Personal Information from you in relation to your use of the Airport Services and Infrastructure at Archerfield Airport:
  - (a) for the purposes of operation and administration of the Archerfield Airport and for the enforcement of these Conditions;
  - (b) for the purposes of disclosure to professional advisers, government and regulatory authorities, and to our corporate group, or alternatively to a third party for use in the case of the sale, transfer or assignment of the whole or any part of our business or Archerfield Airport, its assets and facilities;
  - (c) for the purposes of research by third parties authorised by us, statistical analysis by us, and for the purposes of marketing the Airport and services offered by us to users of the Airport.
- (3) Collection may be required or authorised under the Airports Act 1996, the Civil Aviation Act 1988 (or regulations under such legislation).
- (4) By using Archerfield Airport, you consent to us using and disclosing your Personal Information for the purposes set out in this clause.
- (5) We do not disclose information outside Australia.
- (6) In our collection, use and disclosure of your Personal Information, we will comply with the requirements of the Privacy Act 1988 (Cth).
- (7) You acknowledge that if we are not able to collect the personal information we request, your ability to use our services may be limited.
- (8) If you provide us with information about any other individual, you agree to inform the individual of the matters in this clause 4.2.
- (9) See [www.archerfieldairport.com.au](http://www.archerfieldairport.com.au) for our privacy policy.

## 4.3 Confidentiality and Publicity

- (1) A party (**Recipient**) must keep confidential, and not use or disclose, any Confidential Information of the other party (**Discloser**), except:



- (a) 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;
  - (b) 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
  - (c) 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.
- (2) Any Confidential Information disclosed to the Recipient remains the property of the Discloser.
  - (3) The Recipient:
    - (a) 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;
    - (b) 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.
  - (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.
  - (5) You must not, and must ensure that your Associates do not, without prior written approval:
    - (a) issue any press release or other public document, or make any public statement, with respect to the subject matter of these Conditions; or
    - (b) issue any press release or other public document, or make any public statement, which includes a reference to us or the Airport.



- (6) This clause 4.3 continues to bind the parties after the expiry and termination of these Conditions.
- (7) Nothing contained in this clause 4.3 affects rights and obligations arising under any other agreement or undertaking between the parties in relation to Confidential Information.

## **5.0 Insurance, Risk, Liability and Indemnity**

In addition to clause 3.0 and clause 4.0, in using our Airport Services you must comply with our insurance requirements, and without limitations agree to clause 5.2.

### **5.1 Insurance Requirements**

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

### **5.2 Risk, liability and indemnity**

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.

### **5.3 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 5.3(1)(a) or 5.3(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.



#### **5.4 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 5.4(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.

#### **5.5 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.

## **5.6 Common Areas**

### **(1) Terminal Building**

If you use our Terminal Building for purposes relating to the processing of your passengers, you must comply with any safety and security requirements required under our directions, in addition to any regulatory authority having jurisdiction.

### **(2) Aircraft Parking Areas**

Aircraft parking areas are common areas that are managed by us and are subject to parking fees. Unless you have a separate written agreement with us for aircraft parking, you must comply with our current requirements regarding parking in designated parking areas, and only park in the aircraft parking area as directed by us. You must also pay the parking fees as described in clause 6.

## **6.0 Aeronautical Charges**

- (1) Aeronautical charges are reviewed at least annually. The current aeronautical charges are available upon request from our office, or on the airport website: [www.archerfieldairport.com.au](http://www.archerfieldairport.com.au).
- (2) You are liable and must pay us the applicable Aeronautical Charges, and must comply with the requirements for aeronautical charges, as set out in clauses 6.1 – 6.7.

### **6.1 Paying for the 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 6.2;
  - (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 6.4, 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.

## **6.2 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).

## **6.3 Use of Airport Services after hours**

- (1) In this clause 6.3, **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.

#### **6.4 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 8 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 90 days 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.

#### **6.5 Failure to pay**

- (1) In this clause 6.5, failure to pay means the non-payment of an Aeronautical Charge within 90 days of the due date, and if any negotiations over disputed amounts have failed to resolve the dispute, we may:
  - (a) refuse to allow any, or all, of your aircraft, vehicles, or equipment to use our Airport Services;
  - (b) detain any of your aircraft pursuant to a specific lien, until you have paid all due Aeronautical Charges and interest;
  - (c) take any other action against you, that the law allows, to recover any amounts you owe us, including taking the action of selling your aircraft, vehicle, or equipment as per clause 6.6.



## 6.6 Sale of your Aircraft, Vehicle, or Equipment due to failure to pay Aeronautical Charges

- (1) If any Aeronautical Charge is not paid within 90 days of the due date, you agree that we may either:
  - (a) issue a notice to you directing that you remove any or all of your aircraft, vehicle, or equipment from our Airport and if you fail to comply with our notice within 21 days of us issuing the notice, we may:
    - (i) remove your aircraft, vehicle, or equipment from the Airport and add the removal costs to the amount owing by you to us; or
    - (ii) by further notice to you in writing, deem the aircraft, vehicle, or equipment to have been abandoned and, by virtue of this clause, treat the title to the aircraft as having been irrevocably transferred to us by you, pursuant to this clause 6.6(1)(a)(ii) and that we may then sell your aircraft, vehicle, or equipment, and/or any other item of your property on the Airport, to recover the outstanding amount together with interest, costs and administration fees;

OR:

- (b) by notice to you in writing, deem the aircraft, vehicle, or equipment, to have been abandoned and by virtue of this clause treat the title to the aircraft, vehicle, or equipment as having been irrevocably transferred to us by you pursuant to this clause 6.6(1)(a)(iii) and that we may then sell your aircraft, vehicle, or equipment, and/or any other item of your property on the Airport, to recover the outstanding amount together with interest, costs and administration fees.
- (2) We are entitled to nominate the method by which we sell the aircraft, vehicle, or equipment, and any other property, and by using our Airport Services you agree that we are entitled to do so.
  - (3) We will not be liable for any loss, liability, or exposure you incur arising out of:
    - (a) anything we do or do not do in exercising our right of sale under these Conditions of Use; and
    - (b) our application of the sale proceeds.

## 6.7 Goods and Services Tax

- (1) In this clause 6.7:
  - (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.

## **7.0 Occupation of buildings on Airport by Lease or Licence**

- (1) In addition to the Airport Services provided to all users, users who also have a lease or licence with us to occupy a certain part of the Airport, such as a hangar, are required to comply with additional provisions as part of the Conditions of Use.



- (2) 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.
- (3) So that we can meet our obligations, and for the proper management of the Airport, Airport users with a lease or licence to occupy a certain part of the Airport are required to comply with additional conditions, policies, rules, orders, directions and/or instructions issued by us.

### **7.1 Services provided to users with a Lease or Licence to occupy**

Additional services provided to users who have a lease or licence to occupy a certain part of the airport are expressly permitted by a written agreement with the user who has a lease or licence.

### **7.2 Fuel Storage**

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.

### **7.3 Vehicles, Plant, Equipment, Heavy Machinery, and Airside Vehicle Escorts**

- (1) You must not, and must ensure that others do not, park or place any vehicle, plant, equipment, heavy machinery, or other item (collectively for this clause 7.3, Vehicles) on any part of the Airport except as follows:
  - (a) in the case of Vehicles used to deliver your stock or consumable, Vehicles may be parked in areas designated for loading or unloading; and
  - (b) 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.
- (2) If you do not comply with the requirements of this rule, then we may move your Vehicle to such other place on the Airport as we determine, in which case:
  - (a) you must pay us the costs of moving and storing your Vehicle, which we may recover from you as a liquidated debt; and
  - (b) 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
  - (c) we are entitled to nominate the method by which we manage the movement or removal of the Vehicle and by using our Airport Services you agree that we are entitled to do so.



- (d) 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.
- (3) All motor vehicles entering Airside areas must comply at all times with:
  - (a) the current Airside Vehicle Control Handbook; and
  - (b) our Vehicle Escort Policy, which is available on our website; and
  - (c) 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.
- (4) You must not bring onto your premises or the Airport any vehicles, heavy machinery, plant, or other equipment which is:
  - (a) not reasonably necessary for the conduct of your business;
  - (b) 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.
- (5) Before bringing any such equipment onto your premises or the Airport, you must:
  - (a) inform us in writing of your intention to do so; and
  - (b) follow any directions we give you about the routing, installation and location of such machinery, plant and equipment.

#### **7.4 Safety, Security, and Environment**

- (1) 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.
- (2) If we have registered you for airside pedestrian PIN gate access, you must notify us immediately if:
  - (a) you change your mobile phone number, so that we can update our details; or
  - (b) you stop using the Airport, so we can cancel your security access.
- (3) You must, at your cost, take all proper precautions to keep your premises free of vermin, including rodents, insects, birds and animals.



- (4) You must:
  - (a) take all reasonable precautions against the outbreak of fire in your premises;
  - (b) 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).

## **7.5 Building Applications**

- (1) 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).
- (2) 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.
- (3) 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.

## **7.6 Prescribed Airspace Applications**

- (1) 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.
- (2) 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.
- (3) Under the Airports (Protection of Airspace) Regulations 1996 (Cth), 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.
- (4) We have a Controlled Activity Assessment Policy and Controlled Activity Assessment Form which can be obtained from our office or our website.

## **7.7 Infectious or Notifiable Diseases**

- (1) If you become aware of any infectious or notifiable illness or disease at your premises, you must immediately notify:
  - (a) us, both orally and in writing;



(b) the relevant Queensland Government Department responsible for public health;  
and

(c) 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.

## **7.8 Other General Conditions for Users with a Lease or Licence to occupy**

- (1) You must comply with the Conditions of Use, in conjunction with all applicable conditions, instructions, orders, directions, and policies that are a requirement of your Lease or Licence to occupy a part of the Airport.
- (2) 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:
  - (a) you must provide and maintain such taxilane infrastructure; and
  - (b) 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.
- (3) You must not, and must ensure that others do not:
  - (a) obstruct any part of the Airport you use in common with others;
  - (b) unreasonably interfere with the use and enjoyment of such areas by others,
  - (c) 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.
- (4) 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. Additional signage may be reviewed and approved at our discretion. 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.
- (5) 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.
- (6) 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:



- (a) we must first approve the form of your name and description (if any) and any changes to it; and
  - (b) we can ask you to pay for the costs of installation of any approved name and description.
- (7) You must comply with all directions given by us from time to time in relation to:
- (a) the storage of petrol, oil or other explosive, flammable or dangerous materials on your premises; and
  - (b) the provision, installation and maintenance of obstruction lights on your premises; and
  - (c) the provision, installation and maintenance of suppressors on your electrical equipment to prevent interference with radio radar or television transmission and reception.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) You must not use (or allow to be used) the toilets, sinks, drainage and other plumbing facilities at the Airport:
- (a) for any purpose other than those for which they were designed and constructed;
  - (b) for depositing any rubbish (including sweepings) or other matter.
- (13) You must not overload any electrical, mechanical or drainage service provided by us at the Airport.
- (14) 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.

- (15) 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.
- (16) 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.
- (17) For a period of at least 90 days before your lease or licence expires, we may:
  - (a) affix a "for lease" notice (or similar) on a conspicuous part of your premises or the Airport;
  - (b) ourselves, or by our agents, allow prospective tenants to inspect the premises at reasonable times, provided we have given you reasonable notice.

## **8.0 Dispute Resolution**

- (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 8 (Notice of Dispute).
- (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).
- (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.
- (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).
- (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.
- (6) Nothing in this clause 8 prevents either party from commencing legal proceedings for urgent interlocutory relief.



- (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.

## **9.0 Notices**

- (1) Unless expressly stated otherwise in these Conditions, all notices, certificates, consents, approvals, waivers and other communications in connection with these Conditions:
  - (a) must be in writing, signed by an authorised officer of the sender;
  - (b) must be marked for the attention of the person identified in the Details (or such other person as last notified);
  - (c) must be served by at least one of the following means:
    - (i) by delivering it by hand to the address in Australia last notified in writing;
    - (ii) 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; or
    - (iii) given in any other way permitted by law.
- (2) Despite clause 9(1)(c), if a notice is received on a Business Day after 4:30 pm in the location of the Airport, or on a day that is not a Business Day, the notice is taken to be received at 8:30 am on the next Business Day.
- (3) Our contact details are set out in clause 2.1. You must notify us when any of the contact details you have provided to us change.

## **10.0 Entire Understanding and Governing Law**

- (1) These Conditions:
  - (a) constitute the entire agreement and understanding between the parties on everything connected with the subject matter of these Conditions;
  - (b) supersede any prior agreement or understanding on anything connected with that subject matter; and
  - (c) 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"> <li>▪ Airside grounds, runways, taxiways and aprons available for itinerant use</li> <li>▪ airfield lighting, Airside roads, Airside lighting</li> <li>▪ Aircraft parking – itinerant/visitor parking</li> <li>▪ visual navigation aids provided by us</li> </ul>	<ul style="list-style-type: none"> <li>▪ closed circuit surveillance systems and security systems</li> <li>▪ public areas in the Terminal and public amenities</li> <li>▪ landside roads, landside lighting, landside car parks</li> <li>▪ Common Areas</li> </ul>

### 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 Operations	If you conduct General Aviation Operations
<ul style="list-style-type: none"> <li>▪ your name, address, ABN and contact details</li> </ul>	<ul style="list-style-type: none"> <li>▪ your name, address, ABN and contact details</li> </ul>
<ul style="list-style-type: none"> <li>▪ 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</li> </ul>	<ul style="list-style-type: none"> <li>▪ details of the ownership, type, registration, configuration and MTOW of each Aircraft which you intend to use at the Airport</li> </ul>
<ul style="list-style-type: none"> <li>▪ 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</li> </ul>	<ul style="list-style-type: none"> <li>▪ evidence that you have insurances in place which meet the requirements of these Conditions</li> </ul>
<ul style="list-style-type: none"> <li>▪ details of the ownership, type, registration, configuration and MTOW of each Aircraft which you intend to use at the Airport</li> </ul>	<ul style="list-style-type: none"> <li>▪ a completed Notification of Aircraft Details in the form set out in Annexure A to this Schedule 2.</li> </ul>
<ul style="list-style-type: none"> <li>▪ 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</li> </ul>	
<ul style="list-style-type: none"> <li>▪ arrangements for Ground Handling Services relevant to your operations</li> </ul>	
<ul style="list-style-type: none"> <li>▪ evidence that you have insurances in place which meet the requirements of these Conditions</li> </ul>	
<ul style="list-style-type: none"> <li>▪ a completed Notification of Aircraft Details in the form set out in Annexure A to this Schedule 2.</li> </ul>	



- (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:	
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:	
Owner (if not Certificate of Registration holder)	
Name:	
Address:	
Telephone:	

Signature of person completing the form: \_\_\_\_\_

Please tick whether you are the:

Certificate of Registration holder	<input type="checkbox"/>	Owner	<input type="checkbox"/>	Operator	<input type="checkbox"/>
------------------------------------	--------------------------	-------	--------------------------	----------	--------------------------



## **Schedule 3 – 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 3:
  - (a) must be with reputable insurers, whose ordinary business includes insurances of the type required by this Schedule 3;
  - (b) 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 3 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 3 and we may refuse to allow you access to the Airport Services until you have provided to us that evidence.