



Queensland  
Airports<sup>LIMITED</sup>

Queensland Airports Limited, Conditions of Use

Available to:

Gold Coast Airport

Townsville Airport

Mount Isa Airport

Longreach Airport

## **Conditions of Use**

These Conditions of Use set out the standard operating conditions of use for all Users of the Airport. They apply on and from the Effective Date.

## **Standard Aeronautical Services**

These Conditions of Use govern the provision of Aeronautical Services at the Airport.

Standard Aeronautical Services are provided on an open access and non-discriminatory basis to all Users. A User may negotiate to receive additional aeronautical services from the Airport Operator under an ASA. Some of the terms of these Conditions of Use apply in addition to the terms of an ASA.

## **Effective Date**

**1 July 2024**

## **Contacts**

Company Secretary Queensland Airports Limited PO Box 112,  
Coolangatta, Queensland, 4225, Australia

Tel. + 61 7 5589 1100

Email: [info@qldairports.com.au](mailto:info@qldairports.com.au)

# Contents

1. Interpretation of this document	4
2. Airport Operator's service philosophy	5
3. Facilities and services	6
4. Obligations	9
5. Limitations on airport use	11
6. Schedule Rules	14
7. Consultation	15
8. Information sharing	15
9. Payment of charges	18
10. Force majeure event	25
11. Goods and Services Tax (GST)	25
12. Notices	26
13. Indemnities and releases	27
14. Insurances	29
15. Confidentiality	31
16. Privacy and data protection	33
17. Airport security and emergency provisions	35
18. Definitions and abbreviations	38
Schedule 1	46
Schedule 2	49
Schedule 3	50
Schedule 4	51
Schedule 5	52
Schedule 6	53
Schedule 7	54

## 1. Interpretation of this document

### 1. Interpretation of this document

In these Conditions of Use, unless the contrary intention appears:

- 1.1. The singular includes the plural and vice versa and words importing a gender include other genders; and other grammatical forms of defined words or expressions have corresponding meanings;
- 1.2. A reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or a schedule or annexure to this document and a reference to this document or these Conditions of Use includes any schedules and annexures;
- 1.3. A reference to a document or Conditions of Use, including this document, includes a reference to that document or Conditions of Use as novated, altered or replaced from time to time;
- 1.4. A reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- 1.5. A reference to 'US\$' is a reference to American currency;
- 1.6. A reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- 1.7. Words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- 1.8. A reference to a statute or statutory provision includes:
  - a. a statutory provision which supplements, amends, extends, consolidates, or replaces it; and
  - b. any applicable orders, regulations, instruments or other delegated legislation;
- 1.9. The word 'include' or 'including' implies that the immediately following list is not exhaustive and is without limitation;
- 1.10. Headings are for ease of reference only and do not affect the meaning of this document; and
- 1.11. In the event of an inconsistency between the terms and conditions set out in these Conditions of Use, and the terms and conditions set out in an ASA to which the relevant User is a party, the terms and conditions set out in the ASA shall prevail;
- 1.12. In the event of any inconsistency, these Conditions of Use must be interpreted in the following order of priority:
  - a. any Special Conditions; then
  - b. the terms and conditions set out in the body of these Conditions of Use; then

- c. the terms and conditions set out in any schedule; then
- d. any other documents or information incorporated by reference into these Conditions of Use, including under a schedule.

## **2. Airport Operator's service philosophy**

### **2. Airport Operator's service philosophy**

#### **2.1. Airport Operator's service philosophy**

The Airport Operator's goal is to meet or exceed expectations through the delivery of safe, secure and efficient Services.

#### **2.2. Performance principles**

The Airport Operator applies the following performance principles to its activities and development of the Airport:

- Maintain and operate a secure, safe and efficient Airport;
- Provide a comfortable and friendly environment to the travelling public;
- Continue to improve Airport Facilities and Aeronautical Services in accordance with the Airport Master Plan;
- Ensure that an appropriate standard of cleanliness of public areas and facilities is maintained by the Airport Operator contractors, tenants and concessionaires;

- Maintain the highest environmental standards practicable while balancing economic development;
- Ensure compliance with occupational health and safety standards in place from time to time;
- Respond quickly to enquiries; and
- Continue to work closely with Users and their representative organisations, Government Agencies, individually and through the Airline Operators Committee, to ensure that Domestic and International Terminal facilities and services are supplied and allocated in a mutually beneficial and equitable manner and with the public's best interests in mind.

#### **2.3. The Airport Operator's commitment to consultation**

The Airport Operator proposes to meet with each RPT Operator's senior management, or its representative organisation, at least annually (but more often if the relevant RPT Operator so wishes) to discuss the plans and development for the Airport and the performance outcomes. The Airport Operator proposes to discuss with each RPT Operator its plans for business development at or relating to the Airport and the Aircraft Passenger and freight services

which that RPT Operator will be offering the Airport.

#### **2.4. Performance measures**

The Airport Operator regards the establishment of Performance Principles and Performance Measures as essential to the successful delivery of quality service. The Performance Measures will act as benchmarks against which results will be assessed in order to identify the underlying causes or trends (whether negative or positive) with a view to improving Airport, User and Airport Operator performance.

#### **2.5. Performance measures are identified**

The Airport Operator utilises multiple monitoring methods to ensure it meets expectations outlined in the QAL customer experience strategy with results published on the Website. The performance measures reflect key service items.

#### **2.6. Airport operator's investment in the Airport**

The quality of the Aeronautical Services will largely be determined by the efficacy of the long- term investments that the Airport Operator makes. It is therefore important for stakeholders to appreciate the provision of quality Aeronautical Services to Users and Passengers is dependent upon the Airport Operator being appropriately and fairly funded

through the Aeronautical Charges.

#### **2.7. How the Airport Operator conducts the measures**

Every twelve (12) month period (minimum) the Airport Operator will survey a representative sample of Passengers and other users of the Airport to determine the level of satisfaction across a range of Performance Measures.

- 2.8. Provided that the Airport Operator gives an RPT Operator at least seven (7) days prior notice that it intends to access an RPT Operators leased or licensed area at the Airport and that such access does not interfere with an RPT Operator's business activities, an RPT Operator will allow the Airport Operator access to the leased or licensed areas to undertake such survey and other research as is considered reasonably necessary to measure Passenger or other user satisfaction.

### **3. Facilities and services**

#### **3. Facilities and services to be provided by the Airport Operator**

##### **3.1. Use of the Airport**

All Users are subject to these Conditions of Use (as amended from time to time) unless the Airport Operator has agreed to different conditions with a User in writing, including under an ASA.

Notwithstanding that a User has not executed an agreement embodying these Conditions of Use, by using the Services at the Airport the User shall be deemed to have accepted and be bound by these Conditions of Use as in force at the time of use and by all of the Airport Operator's rules and reasonable directions in relation to the use of the Airport from time to time.

### **3.2. Open access**

The Airport is an open access multiuser airport providing Aeronautical Services on a non-discriminatory basis to all airlines seeking to use such Aeronautical Services. To ensure the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all Users, including Users and their Representatives, all Users must comply with a set of Common Access Rules. Failure by any User to comply with the Common Access Rules will likely adversely impact the efficient operation of the Airport (including capacity, gate availability, on time departures and landings, refuelling and loading Aircraft), safe and reliable Aircraft operations and the costs of providing Aeronautical Services at the Airport. Accordingly, all Users, whether or not party to a separate written agreement with the Airport Operator in relation to such Use, must comply with

these Conditions of Use at all times.

### **3.3. Delivery of services**

The Airport Operator will supply standard Aeronautical Services and Government Mandated Services to a User in accordance with:

- a. these Conditions of Use;
- b. all applicable Law;
- c. any and all service levels in the form of Performance Measures or, in the case of Government Mandated Services, as required by the Department or the relevant authority (as applicable);
- d. all due care and skill; and
- e. best practice for a regional domestic and international airport.

### **3.4. Non-standard services**

The Airport Operator may negotiate with any existing or proposed User to provide additional services or rights not otherwise expressly referred to in these Conditions of Use which the User requires. Such non-standard services and rights will be documented in an ASA and may include:

- a. Commercial activities;
- b. Promotional activities;
- c. Office space;
- d. Commercial space;
- e. Engineering premises;
- f. Priority gates; and

g. Check-in counters.

### **3.5. Applicable costs**

A User must pay for the Services in accordance with clause 9 at the rates specified in Schedule 2.

### **3.6. Other airport services and charges**

These Conditions of Use do not cover or apply to the provision of other airport services provided by the Airport Operator or the recovery of costs and charges for these services.

Other airport services are available for use from the Airport Operator on separate commercial terms and at commercial rates.

### **3.7. Excluded services**

For the avoidance of doubt, Aeronautical Services do not include Excluded Services.

### **3.8. Variations to Conditions of Use**

The Airport Operator reserves the right to alter or replace these Conditions of Use at any time and from time to time. The Airport Operator will use its reasonable endeavours to consult with Users or one or more Relevant Industry Bodies before doing so and will provide at least three (3) months' notice of the changes to these Conditions of Use on the Website before any such changes commence in effect. However, Aeronautical Charges and Government Mandated

Charges may only be changed in accordance with clause 9 and Schedule 2.

### **3.9. Requirement to pay**

Notwithstanding that these Conditions of Use or changes to these Conditions of Use have not been directly notified to a User, by remaining or becoming a User each User is deemed to have agreed to these Conditions of Use and is liable to pay the Charges as per clause 9.

### **3.10. CUTE/CUPPS**

Investigations for and/or the introduction of a CUTE (Common Use Terminal Equipment) or CUPPS (Common Use Passenger Processing Systems) solution are ongoing. The Airport Operator reserves the right to alter the operating platform at any time and from time to time. The Airport Operator will use its reasonable endeavours to consult with Users or one or more Relevant Industry Bodies before doing so and will provide at least three (3) months' notice of the changes on the Website before any such change commences in effect.

Should the Airport Operator adopt CUTE as its operating platform for the Airport, new entrant Users will be required to access their respective Departure Control System (DCS) via CUTE and existing operators will be required to move to a CUTE platform.



Costs associated with the provision of CUTE and/or CUPPS by the Airport Operator will be recouped via an adjustment in charges.

## 4. Obligations

### 4. Facilities and services to be provided by the Airport Operator

#### 4.1. Use of the Airport

The Use of the Airport is subject to compliance by the User with:

- 4.1.1. Local flying restrictions including the requirements of the Civil Aviation Act 1988 (Cth), the Civil Aviation Safety Regulations 1988 (Cth) (CASR), the Air Navigation Act 1920 (Cth), the Air Navigation Regulation 2016 (Cth) and Airservices Australia publications such as Aeronautical Information Publications, En route Supplements and NOTAMs;
- 4.1.2. conditions, instructions, orders or directions published from time to time by the Airport Operator including these Conditions of Use; and directives on the security of airports and aircraft issued by the Cyber and Infrastructure Security Centre (CISC);

- 4.1.3. the Modern Slavery Act 2018 (Cth) obligations as well as reporting to the Airport Operator any modern slavery related incidents in their operations and their planned remediation actions, any slavery or human trafficking enforcement proceedings occurring two (2) years prior to using the Airport and any actual, ongoing or potential enforcement actions that arise within two(2) years of their use of the Airport;

- 4.1.4. the ATSA; and

- 4.1.5. the ATSR.

#### 4.2. Users

A User must also comply with the following:

- 4.2.1. the Aerodrome Operations Manual and Standard Operating Procedures, including Terminal Operations Manual (as amended by the Airport Operator from time to time);
- 4.2.2. in the case of Gold Coast Airport only, the Airport Operator's "Fly Neighbourly" policy notified by the Airport Operator from time to time, which seeks to prevent unnecessary noise and community impacts by airport operators;
- 4.2.3. the Airport Transport Security Program and the Aerodrome Emergency Plan;

- 4.2.4. the Airport's Safety Management System, as far as it is reasonably practicable to do so;
- 4.2.5. QAL's CX strategy, as communicated to Users from time to time and as far as it is reasonably practicable to do so;
- 4.2.6. the Airport Operator's insurance policy;
- 4.2.7. requirements, as set out in clause 14;
- 4.2.8. any restrictions and noise abatement procedures on flying operations that may be in place from time to time by the relevant statutory authority;
- 4.2.9. the Scheduling Rules;
- 4.2.10. reasonable safety and security directions notified by the Airport Operator from time to time and necessary for the day-to-day operation of the Airport;
- 4.2.11. environmental and safety directions notified by the Airport Operator from time to time and including ground running rules, bird and wildlife strike reporting and fuel and oil spill reporting and management;
- 4.2.12. CASA and Airservices Australia rules and regulations;
- 4.2.13. the requirement to obtain and observe the relevant operator licences issued by the Airport Operator which include, airside licences, airside driving licences and ASICs;
- 4.2.14. any directions on security issued by the Commonwealth Government or any law enforcement authority;
- 4.2.15. any noise management procedures or regulations in place from time to time by the relevant statutory authority;
- 4.2.16. applicable environmental Law including, but not limited to, the Airport's "Environmental Strategy" approved by the Minister under the Airports Act 1996 (Cth) (the Act);
- 4.2.17. work health and safety Law in place from time to time;
- 4.2.18. all other applicable Laws: and
- 4.2.19. If requested by the Airport Operator, Users must provide copies and details of User's operations including their Quality of Service management, Safety Management System, insurances and regulatory licences required to operate lawfully and/or safely. A User must not, by its acts or omissions, do anything that causes or contributes to the Airport Operator being in breach of an applicable Law or the Airport Lease.

4.2.20. Users must comply with all access control requirements ensuring doors are closed and secured after use. This includes prevention of unauthorised entry into the Baggage make-up room, via the Baggage Handling System.

#### **4.3. Breach of confidentiality**

The Airport Operator need not give a User information if it would breach a confidentiality obligation the Airport Operator has, a Law or appropriate security restrictions. If the Airport Operator gives a User this information and asks that it keep it on a secure basis and only disclose it to authorised personnel, the User must comply with this request.

#### **4.4. Ground handling**

Any User is permitted to undertake its own Ground Handling Services. In that event the User will need to consult and negotiate commercial terms and conditions with the Airport Operator for the provision of necessary space and support services. Handling Agents used by Users must be licensed to operate at the Airport and be party to a current contract with the Airport Operator.

#### **4.5. Termination on event of default**

The Airport Operator may terminate a User's permission to Use the Airport and receive

Services immediately by notice in writing if the User:

4.5.1. breaches a material term of these Conditions of Use, which include this clause 4 (Obligations) and each of clauses 5 (Limitation on Airport Use), 6.3 (Compliance with Scheduling Rules), 8 (Information Sharing), 9 (Payment of Charges), 13 (Indemnities and Releases), 14 (Insurances), 15 (Confidentiality), 16(Privacy and Data Protection) and 17 (Airport Security and Emergency Provisions); or

4.5.2. in the opinion of the Airport Operator, acting reasonably, is likely to or has operated Aircraft at the Airport in an unsafe manner or in a manner which materially impedes the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all Users.

#### **4.6. Accrued rights**

Termination of a User's permission to Use the Airport does not affect any accrued right or remedy of either party.

### **5. Limitations on airport use**

#### **5. Use of the Airport**

##### **5.1. Permitted Use**

The Services and Airport Facilities are provided to Users for the exclusive purpose of the

conduct of civil aviation business, namely:

- a. aircraft landing, taxiing and take-off;
- b. processing of arriving or departing Passengers and their baggage;
- c. loading or unloading of freight;
- d. refuelling, cleaning, performance of routine or minor maintenance and other ground handling activities;
- e. the sole retail activities of the sale of tickets for carriage of Passengers on the RPT Operator's Aircraft and the charging for excess baggage for checked in baggage.

A User must not use the Airport, including Services and Airport Facilities, for:

- a. weighing luggage and charging Passengers for excess baggage at a departure gate at the Airport;
- b. undertaking any other retail activities other than those expressly permitted by these Conditions of Use or as otherwise approved in writing by the Airport Operator (in its absolute discretion); or
- c. unless approved in writing by the Airport Operator, display of branding, advertising or signage either affixed to the Terminal or temporarily installed (including freestanding) within the

Terminal or on the Airport property.

## **5.2. Unplanned interruptions and shutdowns**

The Airport Operator may close or be directed to close the Airport or part of the Airport or interrupt or shutdown a Service or Airport Facility at any time if required by Law or if the Airport Operator believes it necessary, including to deal with an emergency or an Airport security incident. The Airport Operator will use all reasonable endeavours to:

- 5.2.1. give a User reasonable notice of a closure or interruption in these circumstances, but the User acknowledges that in some circumstances this may not be possible; and
- 5.2.2. minimise (where reasonable) the effect of any such unplanned closure, interruption or shutdown on the User.

## **5.3. Planned interruptions and shutdowns**

The Airport Operator may close the Airport or part of the Airport or interrupt or shutdown a Service or Airport Facility at any time if the Airport Operator believes it necessary for repair, maintenance of the Airport Facilities, building or construction work occurring on the Airport or extenuating circumstances such as a natural disaster or emergency. In such cases, the Airport Operator will

wherever it is reasonably possible to do so:

- 5.3.1. issue a NOTAM (when applicable);
- 5.3.2. consult with Users or one or more Relevant Industry Bodies and seek to negotiate a project plan with them;
- 5.3.3. give prior notice by e-mail or other means of such a closure or interruption to Users; and
- 5.3.4. seek to minimise the effect of any such closure or interruption upon Users.

#### **5.4. Liability for planned or unplanned interruptions and shutdowns**

The Airport Operator will not be liable for any Loss or liability the User may pay, suffer or incur as a direct or indirect consequence of a planned or unplanned closure, interruption or shutdown of the Airport.

#### **5.5. Interruptions by Users**

- 5.5.1. If in the reasonable opinion of the Chief Operating Officer of the Airport, a User's Aircraft, equipment or facilities or activity interrupt or compromise the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all Users, the Airport Operator may remove, cause to be removed or direct the User to remove those Aircraft, equipment, or facilities or direct or cause the cessation of those activities. The User must indemnify and keep indemnified the Airport Operator and its Representatives against any Loss or liability which any of them may pay, suffer or incur as a result of the Airport Operator taking action under this clause.
- 5.5.2. The User acknowledges that the discretion conferred on the Chief Operating Officer by this clause 5.5 will entitle the Chief Operating Officer to take whatever steps may be reasonably necessary and as expeditiously as possible to maintain the safety of the Airport.

- 5.5.3. In the exercise of the rights conferred on the Chief Operating Officer pursuant to clause 5.5, the Chief Operating Officer shall, whenever possible, act in accordance with the "Airport Aerodrome Operations Manual" and "Transport Security Program".

## **5.6. Acknowledgement by users**

The User acknowledges that:

- 5.6.1. Use of the Airport and receipt of Services is subject to the demands of other Users;
- 5.6.2. Use of the Airport is constrained by legislation, including legislation dealing with curfews, safety, noise and security; and
- 5.6.3. All scheduling control procedures at the Airport will give due priority to priority rights that the Airport Operator has granted to particular Users under ASAs to gates and main apron bays and standoff bays, as set out in the Scheduling Rules or otherwise notified by the Airport Operator from time to time.

## **6. Schedule Rules**

### **6. Schedule Rules**

#### **6.1. The airport operator may make and change scheduling rules**

The Airport Operator may make Scheduling Rules for the use of

the Aeronautical Services. Subject always to clause 6.2, the Airport Operator reserves the right to introduce Scheduling Rules (if none are currently in place) or alter the prevailing Scheduling Rules at any time and from time to time. The Airport Operator will use its reasonable endeavours to consult with Users or one or more Relevant Industry Bodies before doing so, and will endeavour to provide at least three (3) months' notice of the new or amended Scheduling Rules on the Website before any such changes commence in effect however reserves the right to amend them with less or no notice.

#### **6.2. Scheduling Rules:**

- 6.2.1. Ensure the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all Users, as determined by the Airport Operator acting reasonably;
- 6.2.2. To the extent not inconsistent with clause 6.2.1, take into account the scheduling rules proposed by Users; and
- 6.2.3. Give effect to priority rights the Airport Operator has granted to particular Users under ASAs to gates, aerobridges, and main aprons bays and standoff bays.

#### **6.3. How the airport operator will change Scheduling Rules**

If the Airport Operator intends to change the Scheduling Rules, the Airport Operator may first consult with the affected Users or one or more Relevant Industry Bodies. If an affected User fails to respond to the Airport Operator's request for comment within ten (10) Business Days after the Airport Operator requests it, the User is deemed to have no comment in relation to the change in the Scheduling Rules. The Airport Operator, acting reasonably, must seek to accommodate any concern or issue raised by any affected User within ten (10) Business Days of notification of a proposed change.

#### **6.4. Compliance with Scheduling Rules**

The User agrees to comply at all times with the Scheduling Rules and also the reasonable directions of the Airport Operator and its Representatives provided that they are acting in accordance with the Scheduling Rules.

#### **6.5. Current Scheduling Rules**

The current Scheduling Rules are set out in **Schedule 4**.

### **7. Consultation**

#### **7. Consultation**

The Airport Operator agrees to consult with Users (either directly or through one or more Relevant Industry Bodies) as often as the Airport Operator reasonably considers necessary or appropriate, and

in addition to existing statutory or regulatory obligations to discuss matters which may have a material effect on Airport Facilities and Aeronautical Services including:

- Capital expenditure programs;
- The Airport Master Plan;
- Land use planning and property development;
- Terminal development;
- Customer experience strategy;
- Environmental Strategies and plans;
- Safety and security requirements and initiatives;
- Fleet mix and scheduling programs;
- Slot management and on time performance;
- Statistical data for planning purposes; and
- Facilitation and processing requirement

### **8. Information sharing**

#### **8. Information sharing**

##### **8.1. Information to be provided to the Airport Operator**

Each User must provide the Airport Operator, in such form as the Airport Operator may reasonably require from time to time, information relating to the User's Use of the Airport, including as required under Schedule 5.

##### **8.2. Why the airport operator needs statistical information**

Each User acknowledges that the statistical information the User provides to the Airport Operator under this clause 8 is

extremely important to the Airport Operator and is required for the purposes of calculating Aeronautical Charges and Government Mandated Charges, and to provide statistical data to assist the Airport Operator in monitoring growth in activity and efficiently managing the Airport. Such information also assists the Airport Operator in its future planning and seeking to cater for the User's future needs.

### **8.3. For Occasional users**

An Aircraft Operator who frequents the Airport once or occasionally must provide the Airport Operator (by mail, hand delivery or email) with the following information prior to arriving at the Airport:

- 8.3.1. The information required by the form set out in Schedule 3 (or such other information as the Airport Operator may in its absolute discretion request); and
- 8.3.2. The information required by the form set out in Schedule 6 for each individual flight.

### **8.4. For regular users**

If a User is a regular user of the Airport, to the extent that such information has not already been provided, the User must provide the Airport Operator with (by mail, hand delivery or email):

- 8.4.1. The information required by the form set out in Schedule 3 (or such other information as the Airport Operator may in its absolute discretion request);
- 8.4.2. Such evidence, the Airport Operator reasonably requires, that the User has security procedures that comply with the Airport Operator security requirements and applicable Law;
- 8.4.3. Such evidence, the Airport Operator reasonably requires, that the User has emergency procedures that comply with the Airport Operator emergency plans and applicable Law;
- 8.4.4. The names, addresses, telephone numbers and all other contact details for the User's key personnel. The Airport Operator must be able to contact the User (through those key personnel) at any time during the day or night in respect of any emergency, security matters or operational matters with respect to the User's Use of the Airport. The Airport Operator will comply with all privacy obligations in relation to this personal information of the User's key personnel;
- 8.4.5. The provision of other information in accordance with these Conditions of Use; and



8.4.6. The information required in Schedule 6 which the User must consolidate on a calendar monthly basis and provide to the Airport Operator within three (3) Business Days after the end of each calendar month. The User must use its best endeavours to promptly notify the Airport Operator of any changes to the User's information (including changes to flight schedules).

#### 8.5. Other information

The Airport Operator and Users and their representative organisations shall meet biannually to discuss and review the information requirements of the Airport Operator with a view to ensuring that Users continue to provide to the Airport Operator in a timely and meaningful fashion information which is required by the Airport Operator to efficiently operate the Airport and to achieve mutually acceptable parameters with respect to the provision of such information.

Each User must provide to the Airport Operator, in such form as the Airport Operator may reasonably require from time to time, further information (if the User ordinarily collects such information and it is readily accessible) relating to the User's use of the Aeronautical Services, including:

8.5.1. Traffic Information:

- a. passengers carried and load factors by route;
- b. diverted Aircraft: number of Passengers who disembarked;
- c. diverted Aircraft: identify those Aircraft that landed and departed with disembarking Passengers;
- d. number of Infants, wheelchair Passengers;
- e. freight: tonnage of freight per flight; and
- f. flight specific information

8.5.2. Environmental Issues

- a. track keeping;
- b. noise generation;
- c. fuel/oil spills; and
- d. food/litter/water control

8.5.3. Product

Early notification of contemplated changes including:

- a. aircraft type;
- b. specific changes to the product that result in Airport impacts and operational changes;
- c. procedures affecting regulation and standards; and
- d. actual or proposed changes to the identity of the Handling Agent.

8.5.4. Surveys

Agreement to share information in regard to:

- a. Relevant airport information in the User's survey; and
- b. Reasonable access to the User's Passengers for the Airport Operator surveys with prior notice.

#### **8.6. Method of delivery of information**

A User must provide the Airport Operator with the information requested in clause 8.5, Schedule 2 and Schedule 3:

- 8.6.1. If appropriate, by email to the Airport Operator's nominated e-mail address (this is the preferred method); or
- 8.6.2. In writing delivered to the address set out in Item 6 of Schedule 1; or
- 8.6.3. Electronic file transfer; or
- 8.6.4. By any other means that the Airport Operator agrees with a User.

## **9. Payment of charges**

### **9. Payment of charges**

#### **9.1. Payment of charges**

9.1.1. Each User must pay the Charges relating to its Use of the Airport. The Charges are set out in **Schedule 2**. All Charges accrue from day to day and, unless otherwise agreed in writing by the Airport Operator (including under clause 9.1.2), are payable to the Airport Operator and if requested by the Airport Operator, in cleared funds without deduction or withholding before the Aircraft departs from the Airport.

9.1.2. All Charges must be settled in Australian dollars prior to the Aircraft departing the Airport unless a credit account has been established by the Airport Operator in accordance with clause 9.2.

9.1.3. The Airport Operator shall at its own cost be entitled at any time to have an independent audit undertaken to determine that the calculation of such Aeronautical Charges (whether by MTOW or by Passenger) is accurate. The User must, at its sole cost and expense, promptly provide the Airport Operator with all reasonable assistance in having such an audit conducted.

#### **9.2. Credit accounts**

- 9.2.1. A User may apply for a credit account with the Airport Operator. The Airport Operator is not obliged to approve an application for credit.
- 9.2.2. If the Airport Operator approves a proposed credit account, the Airport Operator will notify the relevant User and establish a credit account.
- 9.2.3. The Airport Operator may suspend a credit account at any time by providing the applicant with five (5) Business Days' notice.
- 9.2.4. The Airport Operator may at any time require a User to provide a bank guarantee, in accordance with clause 9.3, as security for payment.

### **9.3. Bank guarantee**

- 9.3.1. The Airport Operator may require a bank guarantee prior to, or at any time after, establishing a credit account. The User will be notified of the requirement for a bank guarantee and of the reasons for such bank guarantee being required. A bank guarantee must be issued by a deposit-taking Institution approved by the Airport Operator and on terms satisfactory to the Airport Operator.

- 9.3.2. The User must provide the Airport Operator with a replacement or additional bank guarantee if:
- a. the Airport Operator calls on any part of the bank guarantee in place; or
  - b. the Airport Operator increases the amount to be secured by the bank guarantee
- 9.3.3. Without limiting its rights under other clauses of these Conditions of Use and in addition to any other rights it has, the Airport Operator reserves the right to suspend a credit account at any time.
- 9.3.4. The Airport Operator may, at its absolute discretion, accept another form of security other than a bank guarantee.

### **9.4. Liability for the charges**

The Airport Operator holds the Aircraft Owner and Aircraft Operator jointly and severally liable for the payment of all Charges incurred by an Aircraft Operator that Uses the Airport, including interest payable at the Interest Rate on overdue amounts and the Airport Operator's costs directly or indirectly incurred in seeking recovery of those amounts (including legal costs on a full indemnity basis).

### **9.5. Changes to Aeronautical Charges**

The Aeronautical Charges detailed in Schedule 2 are

applicable from the dates specified in Schedule 1 but may change subject to the following:

- 9.5.1. The Airport Operator has assumed certain Traffic forecasts in calculating the Aeronautical Charges. The Airport Operator reserves the right to review and vary Aeronautical Charges in the event of the occurrence of a major unexpected event which has a material effect on such traffic forecasts;
- 9.5.2. In accordance with clause 9.6; and
- 9.5.3. In accordance with Schedule 2.

#### **9.6. Annual CPI adjustment**

The Aeronautical Charges will be adjusted annually as at 30 June (the **Adjustment Date**) in direct proportion to any increase in the CPI for the twelve (12) month period between the CPI for the quarter ending immediately before the relevant Adjustment Date and the CPI for the quarter ending immediately before the Adjustment Date in the immediately preceding year.

#### **9.7. Government Mandated Services**

The Airport Operator administers the Government Mandated Services at the Airport.

If reasonably practicable and permitted by CASA and the Department, upon reasonable notice by an RPT Operator, the

Airport Operator may by written notice permit the RPT Operator to provide Government Mandated Services. To the extent that an RPT Operator provides Government Mandated Services, the Airport Operator will not impose Government Mandated Charges on that RPT Operator under this clause 9.

#### **9.8. Changes to Government Mandated Charges**

The Airport Operator reserves the right to alter Government Mandated Charges from time to time in response to any change to such charges (or the basis on which they are payable) made by the Commonwealth Government or any change in the Airport Operator's costs of administering the Government Mandated Services. The Airport Operator will use reasonable endeavours to consult with Users or one or more Relevant Industry Bodies before doing so, and will provide at least three (3) months' notice of the changes to the Government Mandated Charges on the Website before any such changes commence in effect.

#### **9.9. Recovery of Government Mandated Costs through the Government Mandated Charges**

The Airport Operator will recover Government Mandated Costs from a User by levying on the User the Government Mandated Charges, which the User must pay in accordance with this

clause 9. Any under or over recoveries of Government Mandated Costs in any particular year up to and including 30 June in that year with respect to an individual User, will be adjusted in the following year of operation by increasing or reducing Government Mandated Charges for the following year of the Conditions of Use with respect to that User.

#### **9.10. The Airport Operator's management of Government Mandated Charges and Government Mandated Services**

The Airport Operator will act reasonably to manage the Government Mandated Charges and provide the Government Mandated Services in the most economically efficient and cost-effective manner having regard to best practice in the industry and the service levels mandated by the Commonwealth Government. Where it is reasonably practicable to do so, on request the Airport Operator will consult with Users or Relevant Industry Bodies in relation to such matters.

#### **9.11. Invoicing and Payment of the Charges**

9.11.1. Invoices for the Charges are prepared on a monthly basis and will be issued to Users by email during the first week of the following month.

9.11.2. The invoice will detail the Charges incurred by the User during the relevant period.

9.11.3. A statement of account will also be issued monthly to Users by email giving details of current invoices, amounts overdue for payment, account adjustments and outstanding balance.

9.11.4. A User must pay an invoice for the Charges in cleared funds without deduction, set-off or withholding by no later than the payment date specified on the invoice, which will be no later than twenty (20) Business Days after the date of the invoice (the Due Date).

9.11.5. A User must pay all invoices by direct deposit to the Airport Operator's account (as nominated by the Airport Operator from time to time). The Airport Operator may, in its absolute discretion, permit a User to pay an invoice in cash or by credit card or debit card.

9.11.6. A User that does not have a credit account with the Airport Operator must pay all Charges before the relevant Aircraft departs from the Airport, or the Aircraft may be detained in accordance with clause 9.14.

#### **9.12. Interest and recovery costs on unpaid Charges**

- 9.12.1. The Airport Operator may, on and from the Due Date, charge interest at the Interest Rate on any Charges which have not been paid by the Due Date.
- 9.12.2. Interest on overdue Charges is calculated on a daily basis from the Due Date and capitalised monthly until the date of payment (both dates inclusive) at the Interest Rate. The User must pay Interest at the same time as the applicable overdue Charges. The Airport Operator may recover from the User as a debt due and payable on demand any reasonable costs of recovering any unpaid Charges including, without limitation, any legal fees on a full indemnity basis.

### **9.13. Refusal of access**

The Airport Operator may refuse access to the Airport to all or any Aircraft of an Aircraft Owner or User where either has failed to pay the Airport Operator any amount due and payable to the Airport Operator in full by the Due Date and the overdue amount or any part of it, remains outstanding.

The Airport Operator may in its absolute discretion refuse an Aircraft, User or Aircraft Owner access to the Airport where it considers that an Aircraft, User or an Aircraft Owner may jeopardise or put at risk the safety or cause risk of damage

to the Airport or other Users in any way.

### **9.14. Right of detention**

For so long as any Charges and related interest remain unpaid after the Due Date, the Airport Operator will have the right to detain and will have a lien over:

- 9.14.1. the Aircraft in respect of which the Charges were incurred (whether or not they were incurred by the person who is the Aircraft Operator of that Aircraft at the time when the right of detention is exercised);
- 9.14.2. Any other Aircraft in respect of which the User in default is the User at the time when the right of detention and/or right of lien is exercised;
- 9.14.3. If the Charges and all related interest are not paid within twenty (20) Business Days of the date when the detention and/or lien begins the Airport Operator may, in any way it thinks fit, sell, remove or otherwise dispose of any Aircraft referred to in clauses 9.14.1 and 9.14.2 in order to satisfy the Charges, related interest and other amounts due.

- 9.14.4. The right of detention and/or lien is not lost because the relevant Aircraft has departed from the Airport. The right of detention and/or lien continues and is exercisable by the Airport Operator at any time when the relevant Aircraft is at the Airport.
- 9.14.5. The rights in this clause 9.14 apply regardless of whether the Charges were incurred by the Aircraft Operator, the Aircraft Owner or any other party on their behalf.

#### **9.15. Disputed accounts**

- 9.15.1. Each party agrees to make all reasonable efforts to settle disputes between them and if necessary adjust accounts prior to the issue of the invoice relating to the next billing period so that the next statement and invoice will be in order. Invoices are produced at the beginning of each month.

- 9.15.2. If a User disagrees with an invoice or asserts that an invoice contains an error or discrepancy, then the User or its appointed Handling Agent must, within fifteen (15) Business Days from the date of the invoice, provide the Airport Operator all necessary evidence to enable verification by the Airport Operator of the particulars of the flights of the Aircraft landing at the Airport during the relevant period, and such further or other information as the Airport Operator may reasonably require, including extracts from aircraft flight manuals to enable verification of MTOW. This process will not apply to the extent that the Airport Operator and the User have previously agreed in writing that some other process for resolving invoicing disputes or discrepancies will apply.

#### **9.16. Movement of parked aircraft**

The Chief Operating Officer or Airport Operator Representative with delegated authority in this capacity (e.g. Duty Managers, Aerodrome Reporting Officers and other Operations personnel) acting reasonably, may at any time require the User either to move a parked Aircraft to another position, or remove it from the Airport. Failure to comply with the order within the period specified will render the User liable to a charge

equivalent to the landing charge as specified in Schedule 2 for every hour or part of an hour during which the Aircraft remains in position after the period specified by the Chief Operating Officer or Airport Operator Representative for the moving or removing of the Aircraft has expired. Nothing in this clause prevents the Chief Operating Officer or Airport Operator Representative removing or arranging to be removed any Aircraft in accordance with clause 5.5. the Airport Operator is not liable for any Loss suffered by the User, including: Loss including damage to the User's Aircraft; and

- 9.16.1. Claims against the User by third parties arising directly or indirectly from the Airport Operator moving or removing the User's Aircraft except to the extent caused by the Airport Operator's negligence or the negligence of the Airport Operator's Representatives.

Specific details of this procedure are outlined in the "Airport Aerodrome Operations Manual".

#### **9.17. No set-off**

The User must not make any set-off against, or deduction from, the Charges or other amounts it owes to the Airport Operator without the express written consent of the Airport Operator.

#### **9.18. Navigation, rescue, en-route and meteorological charges**

The Charges are exclusive of terminal navigation charges, rescue and firefighting charges, en-route charges and meteorological service charges.

These charges are levied by Airservices Australia on its own behalf and on behalf of the Commonwealth Government and the Bureau of Meteorology. Charges for these services are payable to Airservices Australia under the relevant regulations. Any queries relating to these charges should be made to Airservices Australia.

#### **9.19. Apron service charges**

The User must enter into a separate agreement for apron services. The names of service providers who operate from the Airport can be provided on request from the Airport Operator.

#### **9.20. Parking charges**

- 9.20.1. The charges for parking of Aircraft are set out in the Charges as per Schedule 2.
- 9.20.2. Where parking follows immediately after a landing, parking charges are calculated from the time of landing, to the time of take-off, less a discretionary allowance for taxiing where an actual time on stand is not available.



## **10. Force majeure event**

### **10. Force majeure event**

#### **10.1. Non-performance**

Non-performance by either the Airport Operator or a User of any of their respective obligations in accordance with these Conditions of Use will be excused during the time and to the extent that performance is prevented wholly or in part, by a Force Majeure Event.

#### **10.2. Notice of Effect of Force Majeure Event**

The party claiming that a Force Majeure Event has arisen for the purposes of clause 10.1 must:

- 10.2.1. Promptly give written notice to the other party detailing the Force Majeure Event and extent of that party's inability to perform any of its obligations under these Conditions of Use and the likely duration of such non-performance; and
- 10.2.2. Take all reasonable steps to remedy or abate the Force Majeure Event.

#### **10.3. Performance to resume**

Performance of any obligation affected by a Force Majeure Event must be resumed by the relevant party as soon as reasonably possible after the abatement of the Force Majeure Event.

#### **10.4. No prejudice**

The non-performance of obligations pursuant to this clause 10 will not prejudice the rights of either party against the other in respect of any matter occurring under these Conditions of Use prior to the Force Majeure Event

## **11. Goods and Services Tax (GST)**

### **11 Goods and Services Tax (GST)**

#### **11.1. Definitions**

Terms used in this clause have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), unless the contrary intention appears.

#### **11.2. Consideration inclusive of GST**

Where the consideration payable by the User under or in connection with a supply by the Airport Operator pursuant to these Conditions of Use is specifically stated to be exclusive of GST, clauses 11.4 and 11.5 do not apply.

If there is any increase or decrease in the GST rate after the commencement of these Conditions of Use, the consideration payable for that supply shall be increased or reduced accordingly so that after remitting GST, the amount retained by the Airport Operator shall be the same as the amount retained by the Airport

Operator immediately prior to the increase or decrease.

**11.3. Consideration exclusive of GST**

Subject to clause 11.2, the consideration payable by the User under or in connection with these Conditions of Use is exclusive of GST.

**11.4. Additional amount on account of GST**

If any supply by the Airport Operator to the User under or in connection with these Conditions of Use is subject to GST, the User will pay an additional amount on account of GST calculated by multiplying the consideration for the supply by the prevailing GST rate.

**11.5. Timing of additional amount**

Any additional amount on account of GST must be paid by the User to the Airport Operator without deduction or set-off and is payable by the User to the Airport Operator at the same time and in the same manner as the consideration for that supply is payable under these Conditions of Use.

**11.6. Tax invoice**

If the Airport Operator makes a supply to the User which is subject to GST, the invoice which the Airport Operator shall issue pursuant to these Conditions of Use will be in the form of a tax invoice.

**12. Notices**

**12. Notices**

**12.1. Form of notice**

Unless expressly stated otherwise in these Conditions of Use (particularly where the Airport Operator's preference for e-mail notification is noted), all notices, certificates, consents, approvals, waivers and other communications in connection with these Conditions of Use must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified in Item 6 of Schedule 1 (in the case of the Airport Operator) or, if the recipient has notified otherwise, then marked for attention in the way last notified.

**12.2. Delivery of notices**

Unless expressly stated otherwise in these Conditions of Use (particularly where the Airport Operator prefers e-mail notification), notices to the Airport Operator must be either:

- 12.2.1. Left at the address set out in Item 6 of Schedule 1; or
- 12.2.2. Sent by prepaid ordinary post (airmail if appropriate) to the address set out in Item 6 of Schedule 1; or
- 12.2.3. Sent by email to the email address set out in Item 6 of Schedule 1;

- 12.2.4. Given in any other way permitted by Law. However, if the intended recipient has notified a changed postal address in accordance with this clause 12, then the communication must be to that address.

### **12.3. When effective**

Notices take effect from the time they are received unless a later time is specified.

### **12.4. Receipt - post**

If sent by post, notices they are taken to be received three (3) days after posting (or seven (7) days after posting if sent to or from a place outside Australia).

### **12.5. Receipt - email**

If sent by email, they are taken to be received on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

### **12.6. Receipt - general**

If notices are received after 5pm in the place of receipt or on a non-business Day, they are to be taken to be received at 9am on the next Business Day.

## **13. Indemnities and releases**

### **13. Indemnities and releases**

13.1. **The User indemnifies the Airport Operator** (except to the extent of the Airport Operator's negligent acts, omissions or defaults), and is liable for and must continually indemnify (jointly and severally) the Airport Operator against liability or Loss arising from, and cost incurred in connection with:

- 13.1.1. Breach of these Conditions of Use by the User, including the Loss that results from the Airport Operator exercising its right to terminate these Conditions of Use applicable to the User or the Airport Operator's termination of the User's use of the Airport;
- 13.1.2. Loss (to person or property) or Injury caused or contributed to by the User's act, negligence or default or their respective Representatives to the extent of such cause or contribution;
- 13.1.3. Loss or Injury caused or contributed to by the User bringing onto or storing at the Airport dangerous or contaminating substances;
- 13.1.4. The Airport Operator doing or causing to be done anything which the User must do under these Conditions of Use but has not done;

- 13.1.5. The overflow or leakage of water into or from any area at the Airport that the User uses or fire on or from any area at the Airport that the User uses;
- 13.1.6. Loss (to person or property) caused or contributed to by the User's use of the Airport by their respective Representatives or otherwise relating to the Use of the Airport;
- 13.1.7. The User's Use of the Airport;
- 13.1.8. The Airport Operator's exercise of the right to detain, move or remove the User's Aircraft; and
- 13.1.9. Any Claims by third parties arising out of Injury of any person or damage to property caused (either directly or indirectly) as a result of the User's Use of the Airport, as well as the legal costs (on a full indemnity basis) and other costs incurred by the Airport Operator in connection with any such Claim.

### **13.2. The User's risk**

Users use the Airport at their own risk.

### **13.3. The User to release the Airport Operator**

The User releases the Airport Operator from, and agrees that the Airport Operator is not liable for, any liability or Loss arising from, and cost incurred, directly or indirectly in connection with:

- 13.3.1. Any damage, Loss or Injury; and
- 13.3.2. Anything the Airport Operator is permitted or required to do under these Conditions of Use, except to the extent that it is caused by the Airport Operator's negligence or breach of these Conditions of Use.

### **13.4. Survival of Indemnities and Releases**

The indemnities and releases in these Conditions of Use are a continuing obligation, separate and independent from the other obligations of the parties and survive termination of these Conditions of Use for whatever reason.

### **13.5. Enforcement of indemnities**

It is not necessary for the Airport Operator to incur expense or make payment before enforcing a right of indemnity conferred by these Conditions of Use.

### **13.6. General limitation of liability**

The Airport Operator will exercise due care and skill in providing the facilities and services of the Airport. The Airport Operator's liability for breach of these Conditions of Use is limited to:

- a. In the case of goods, any one of the following:
  - i. the replacement of the goods or the supply of equivalent goods; or
  - ii. the repair of the goods; or

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; or

b. In the case of services:

i. the supplying of services again; or

ii. the payment of the cost of having the services supplied again.

### 13.7. Legislative limitation of liability

If a warranty or condition is implied under any legislation in connection with the goods and services the Airport Operator provides and it can be excluded, the Airport Operator excludes it to the maximum extent possible by Law and if the Airport Operator cannot exclude it, then the Airport Operator's liability for breach of that warranty or condition is limited to:

a. In the case of goods, any one of the following:

i. the replacement of the goods or the supply of equivalent goods; or

ii. the repair of the goods; or

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; or

b. In the case of services:

i. the supplying of services again; or

ii. the payment of the cost of having the services supplied again.

## 14. Insurances

### 14. Insurances

#### 14.1. The User's insurances

The User must maintain with the appropriate insurers and on terms approved by the Airport Operator (which approval may not be unreasonably withheld):

14.1.1. Aviation Hull, Third Party, Passenger, Cargo & Mail Liability and Premises Liability including War Third Party Liability (AVN52E) for any aircraft an amount of not less than:

Maximum Take Off Weight	Level of Cover
10,000kg or less	US\$35M
Exceeding 10,001 kg but not exceeding 28,000 kg	US\$210M
Exceeding 28,000 kg but not exceeding 100,000 kg	US\$420M
Exceeding 100,001 kg but not exceeding	US\$700M
Exceeding 170,001 kg	US\$1.5B

for any one occurrence but in respect of AVN52E any one occurrence and in the annual aggregate.

- 14.1.2. War Third Party Liability (AVN52E) insurance cover i.e. liability arising from:
- a. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
  - b. strikes, riots, civil commotions or labour close up disturbances,
  - c. including labour disturbances resulting close up from lockouts;
  - d. any act of one or more persons, whether or not agents of a sovereign power for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
  - e. any malicious act or act of sabotage;
  - f. confiscation (but excluding confiscation by Government of registration), seizure, restraint, appropriation, nationalisation, detention, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority; and

- g. hijacking or any unlawful seizure or wrongful exercise or control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Assured.

- 14.1.3. The Airport Operator may, in its absolute discretion, accept alternate levels of cover upon application by the User.

## **14.2. Additional obligations**

The User must:

- 14.2.1. Give the Airport Operator reasonable evidence that the User has complied with clause 14.1 at the commencement of these Conditions of Use and within five (5) Business Days of the Airport Operator having made a written request for such evidence; and
- 14.2.2. Notify the Airport Operator immediately if an insurance policy required by clause 14.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the User's Use of the Airport.

## **14.3. GCAPL insurances**

The Airport Operator must maintain an Airport Operator's liability insurance policy with a limit on indemnity of not less than an amount required by the Commonwealth of Australia (as

landlord) under the Airport Lease.

A User may not enforce, conduct, settle or compromise claims under any insurance policy required by these Conditions of Use, without obtaining the prior consent of the Airport Operator, even if that policy also covers other property, if the claim relates to the User's Use of the Airport and provided the Airport Operator does not prejudice the conduct or settlement of any claim.

#### **14.4. Acts affecting insurances**

A User must not do anything which may adversely affect rights under any insurance or which may increase an insurance premium payable in connection with its use of the Airport, provided that, if the User:

- 14.4.1. first obtains the Airport Operator's consent (which consent shall not be unreasonably withheld); and
- 14.4.2. do not prejudice the insurance in any respect; and
- 14.4.3. pays any additional premium, that may bring about an increase in an insurance premium payable in connection with the User's Use of the Airport.

#### **14.5. Noting interests on insurance policies**

The insurance policies under this clause 14 must provide cover to the Airport Operator,

and where requested note the Airport Operator's interests and the interests of the Commonwealth of Australia and such other parties (as reasonably requested by the Airport Operator from time to time), in respect of User's Use of the Airport.

## **15. Confidentiality**

### **15. Confidentiality**

#### **15.1. Acknowledgment**

Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party.

#### **15.2. Obligation of Confidentiality**

Each party undertakes to the other to keep confidential the other party's Confidential Information for a period ending on the fifth (5th) anniversary of the date of disclosure of that Confidential Information. Each party must use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these Conditions of Use. To this end, each party must not, without the other party's prior written consent:

- 15.2.1. disclose or in any way communicate to any other person all or any of the other party's Confidential Information except as permitted by these Conditions of Use; or
- 15.2.2. permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
- 15.2.3. make or assist any person to make any unauthorised use of the other party's Confidential Information, and must take all reasonable steps (including obtaining confidentiality undertakings from its Representatives who have or may have access to the other party's Confidential Information) to ensure that the other party's Confidential Information is not disclosed to any other person by any of the Representatives of the first- mentioned party. Nothing contained in clause 15.2 shall detract from or affect the obligations imposed or arising under any other separate confidentiality agreement or undertaking entered into between the parties.

**15.3. Permitted disclosure**

Subject to clause 15.4, any party may disclose the other party's Confidential Information to its Representatives in the course of their employment or

engagement on a need to know basis or to its advisers in relation to the exercise of its rights and performance of its obligations under these Conditions of Use. Nothing in these Conditions of Use prohibits the use or disclosure of any Confidential Information to the extent that:

- 15.3.1. the Confidential Information is lawfully in the possession of the recipient of the information through sources other than the party who disclosed the Confidential Information; or
- 15.3.2. it is required by Law or a stock exchange; or
- 15.3.3. the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.

**15.4. Conditions of permitted disclosure to Representatives**

Each party must ensure that its Representatives will be under and will comply with obligations similar to the obligations imposed on it under this clause 15.

**15.5. Notification of breach**

If a party's Representatives breach (or cause the party to breach) the confidentiality obligations contained in these Conditions of Use, that party must immediately notify the other party in writing of this.



### **15.6. Damages and other remedies**

Each party acknowledges that a breach of this clause 15 by it may cause the other party irreparable damage for which monetary damages would not be an adequate remedy.

Accordingly, in addition to other remedies that may be available, each party may seek and obtain injunctive relief against such a breach or threatened breach.

### **15.7. Survival after expiry and termination**

The rights and obligations under this clause 15 will remain in force for a period ending on the fifth (5th) anniversary of the date of disclosure of that Confidential Information, including where the User only uses Services once or the Airport Operator prohibits the User from receiving Services prior to that date.

### **15.8. Other agreements**

Nothing contained in this clause 15 shall detract from or affect the rights or obligations imposed or arising under any ASA or other separate confidentiality agreement or undertaking entered into between the parties.

## **16. Privacy and data protection**

### **16. Privacy and data protection**

This clause 16 applies only to the Personal Information collected, used and disclosed by the Airport Operator during the term of these Conditions of Use.

### **16.1. The Airport Operator's obligations**

- 16.1.1. the Airport Operator will comply with the Privacy Act and any other legislative requirement imposed on it in respect of all Personal Information collected under these Conditions of Use.
- 16.1.2. the Airport Operator will provide access to an individual's Personal Information held by the Airport Operator, to the individual to whom the Personal Information relates, upon reasonable notice to the Airport Operator and upon payment of the Airport Operator's reasonable expenses relating to providing that access (including but not limited to photocopying charges), provided that no application fee for requesting access will be charged.

### **16.2. The Airport Operator's rights**

The User acknowledges and agrees that the Airport Operator:

- 16.2.1. may collect from the User, the Personal Information which is relevant to the Airport Operator's administration and operation of the Airport;

- 16.2.2. may use the Personal Information for purposes related to the purposes described in clause 16.2.1 which may include, but are not limited to, research by or on behalf of the Airport Operator, statistical analysis by or on behalf of the Airport Operator, and promotion of the services offered by the Airport Operator to third parties including but not limited to tenants, occupiers and users of the Airport;
- 16.2.3. is required to collect some of the Personal Information it will collect under these Conditions of Use so that it may comply with its obligations under or the requirements of legislation, including but not limited to the Act, the Trade Practices Act 1974 (Cth) and the Prices Surveillance Act (Cth); and
- 16.2.4. may disclose the Personal Information collected under these Conditions of Use for any reason permitted by the Privacy Act, which include:
- a. if the Airport Operator is required to do so by Law;
  - b. for the purposes of the Airport Operator obtaining legal, financial or other professional advice; and
  - c. in the event of a sale, transfer or assignment of the whole or part of the Airport Operator's

business and/or assets and facilities to a third party, to that third party for their use in operating the business or assets so transferred.

### **16.3. User consent**

The User consents to the Airport Operator using and disclosing any Personal Information provided to the Airport Operator under these Conditions of Use by the User for the purposes set out in clause 16.2.

### **16.4. User acknowledgments**

The User acknowledges and agrees that:

- 16.4.1. it must, if providing the Personal Information of someone other than itself to the Airport Operator as required by these Conditions of Use, comply with the Privacy Act in respect of the collection, use and disclosure of that information (including obtaining relevant consents) and take all reasonable steps to ensure that the relevant individual is aware:
  - a. that the disclosure will be made to the Airport Operator; and
  - b. of the information described in clauses 16.1 and 16.2;
- 16.4.2. to the extent that it shall otherwise be necessary or appropriate the User will comply with the Privacy Act; and

- 16.4.3. the User must not do, or permit any of its Representatives to do, anything that would cause the Airport Operator or the User to be in breach of any of their respective obligations under the Airport Operator's "Privacy Policy" (which can be viewed on the Website) or the Privacy Act.

## **17. Airport security and emergency provisions**

### **17. Airport security and emergency provisions**

#### **17.1. Airport security**

The Airport Operator is responsible for the Airport security arrangements and emergency response activities under the Air Navigation Act 1920 (Cth), the Air Navigation Regulation 2016 (Cth), the ATSA, the ATSR and any Commonwealth Government instruments or directions and additional security measures which may be imposed on the Airport Operator by any competent authority from time to time.

The Department is the regulatory authority for the Airport and may impose on the Airport Operator certain security requirements. Both the User and the Airport Operator must comply with the Department's security requirements for the Airport.

#### **17.2. Airport Transport Security Program**

The ATSP outlines the Airport Operator's requirements for security. The User must comply with the ATSP.

#### **17.3. Aviation Security Identification Card (ASIC)**

Unless a User is an authorised issuing authority for an ASIC (proof of authority will be required by the Airport Operator in writing from the Department), the User and its employees, agents and contractors must apply to the Airport Operator for an ASIC before they will be permitted access to and use of the restricted areas and controlled areas of the Airport.

The User must ensure that its Representatives display their ASIC above the waist in a visible location on the person at all times while at the Airport and produce it for inspection by the Airport Operator or by any other lawful authority at any time. Applications can be accessed through [www.asiconline.com.au](http://www.asiconline.com.au)

#### **17.4. Card application security checks**

As part of the application, the User and its employees, agents and contractors acknowledge that the Airport Operator is entitled to conduct a detailed police background investigation and law enforcement check on all applicants, which will include a check on the applicant's criminal history to determine

their suitability to possess an ASIC. More information about this, and about the applicant's consent for the Airport Operator's security checks, is on the Airport Operator ASIC application form. A User must pay the Airport Operator's reasonable fees for an ASIC on making the application.

#### **17.5. ASIC Conditions of Use**

If the Airport Operator, or an authorised issuing authority, issue the User or any of its Representatives with an ASIC, it is issued on the Airport Operator's ASIC issuing conditions on its ASIC application form available by contacting the Airport Operator at the address or numbers at the start of these Conditions of Use. The ASIC remains the Airport Operator's property at all times and must be surrendered to the Airport Operator or any other lawful authority on demand or when the relevant Representative's employment or engagement ceases or when it is no longer required.

#### **17.6. Screening authority for the Airport**

The Airport Operator is the authorised screening authority for both Passenger screening, checked baggage screening and staff inspection points at the Airport. The requirements for screening are prescribed by the Department. A User and the Airport Operator must comply

with these screening requirements.

#### **17.7. Access Control**

In line with the ATSP, the ATSA and the ATSR, the User must comply with all access control requirements including ensuring doors are closed and secured after use . This includes prevention of unauthorised entry into the Baggage make-up room, via the Baggage Handling System.

#### **17.8. Uncollected Bags**

In line with the ATSP, the ATSA and the ATSR, the User must ensure any uncollected bags are removed from baggage belts and held by their respective customer service agent for collection. It is not the Airport Operator's responsibility to relocate/collect uncollected bags from baggage belts.

#### **17.9. Collection of Baggage Tubs**

Ground Handlers should collect tubs on their routes and return to the oversize screening point. The screening provider will return the tubs to the check in via the oversize screening point. It is not the Airport Operator's Responsibility to collect Baggage Tubs from the Baggage Make Up area.

#### **17.10. Visitor Passes**

In line with the ATSP, the ATSA and the ATSR, the User must ensure any person holding a VIC pass is escorted by a valid ASIC holder at all times.

### **17.11. Airport committees**

The Airport Operator has the following committees in relation to Airport security and emergency management:

- 17.11.1. the Airport Security Committee, which meets every three (3) to six (6) months. This is a regulatory requirement of the Commonwealth Government as set out in the Air Navigation Act 1920 (Cth) and the ATSA;
- 17.11.2. the Aerodrome Emergency Committee, which meets every three (3) months. This is a regulatory requirement of CASA as established through the Civil Aviation Act 1988 (Cth); and
- 17.11.3. the Airport Operator may also establish an Airport Security Consultative Group, which would meet every three (3) months. If established, this will provide a forum for Airport stakeholders with aviation security obligations to inform and have input into Airport security outcomes.

The Airport Operator invites Users to be represented on the above committees so that their respective interests in these matters may be presented and that they might discharge their obligations to contribute to and approve of the formulation of relevant policies and procedures for

security and emergency management.

The Airport Operator may also request Users to participate in other committees such as the 'Runway Safety Committee', 'Aerodrome Safety Committee' and 'General Aviation Consultative Committee'.

### **17.12. Airport exercises and training**

The Airport Operator conducts regular emergency and security exercises in accordance with the relevant regulatory schedules which include training for a User and its Representatives on a variety of Airport related activities and procedures (which includes security and emergency procedures). The Airport Operator will give a User reasonable prior notice when these exercises and training will be conducted. If a User is not otherwise directed by the Airport Operator that it must participate, the Airport Operator strongly recommends that a User sends a Representative and any new employees to these exercises.

Each User is responsible and must bear all costs and expenses it may suffer or incur through participating in the exercises.

### **17.13. Building or construction works in restricted or controlled areas**

Before a User may undertake any construction or modifications to buildings or other structures on the Airport which are on restricted or controlled areas or which may impact the security of restricted or controlled areas of the Airport, the User must first have security clearance from the relevant Department, the Airport Operator and, if applicable, Airservices Australia (air traffic control) in the form of a letter (or letters) of consent. Where reasonably necessary, the Airport Operator may require the User to have security personnel supervising any building or construction work in restricted or controlled areas at all times (at the User's sole cost and expense).

In addition, the Airport Operator, the Department or any lawful authority may supervise the User's building or construction work in restricted or controlled areas of the Airport. The Airport Operator may invoice the User for the reasonable costs and expenses (on a full recovery basis) if the Airport Operator requires security personnel to supervise the User's building or construction work. In performing any building work on the Airport, the User must also comply with the Airport (Building Control) Regulations 1996 (Cth). If there is a failure in security or a breach of the Airport Operator security requirements the Airport Operator may take any

reasonable action necessary to secure the User's area at the User's sole cost and expense until such time as the area is re-secured.

#### **17.14. Building activity approvals**

Building activities on the Airport are regulated by the Airport (Building Control) Regulations 1996 (Cth). The building activities on the Airport are administered by the Airport Building Controller. In addition to building approval, the Airport Environmental Officer must also be consulted.

### **18. Definitions and abbreviations**

#### **18 Definitions and abbreviations**

##### **Advanced Visual Docking Guidance System (A-VDGS)**

is a system which gives information to a pilot attempting to park an aircraft on an aerobridge-equipped bay. It ensures aircraft remain clear of obstructions and provides collision avoidance from static objects.

**Aerodrome Emergency Plan** means a plan developed and amended from time to time by the Airport Operator to co-ordinate all agencies (and their individual airport emergency procedures) and State or area supporting plans for dealing with an Airport emergency in respect of a licensed airport setting out, in the approved form, particulars of and operating procedures for the Airport;

**Aerodrome Operations Manual** means a manual required under the CASR (as amended from time);

**Aeronautical Charges** means the charges for Aeronautical Services set out in Schedule 2;

**Aeronautical Services** means, of the services set out in Schedule 6, only those services that are strictly necessary to enable a User to conduct commercial Passenger and/or freight services from the Airport, and to avoid doubt excludes all of the following:

- Excluded Services; and
- Government Mandated Services;

**Aircraft** means and includes fixed wing Aircraft, helicopters, balloons powered or un-powered and their parts and accessories, equipment and stores;

**Aircraft operator** means the person whose name appears on the Aircraft Register as the operator of the Aircraft, the holder of the Certificate of Registration with respect to the Aircraft or any person who, with the authority of the holder of the Certificate of Registration for the Aircraft and the written acceptance of the Airport Operator, operates that Aircraft when it arrives at or departs from the Airport as the case may be;

**Aircraft Owner** means that person named on the Certificate of Registration for the relevant Aircraft;

**Aircraft Register** means the register of Australian Aircraft established pursuant to Regulation 8 of the CASR;

**Airport** means the airport described in Item 2 of Schedule 1;

**Airport Lease** means the registered headlease of the Airport between the Airport Operator and the Commonwealth of Australia or Longreach Regional Council (as the case may be).

**Airport Facilities** means the buildings, water and electrical services, ramp areas, plant, fixed equipment and other fixed items located at the Airport and leased, owned, operated or controlled by the Airport Operator;

**Airport Master Plan** means in the case of Gold Coast and Townsville Airports only, a plan as detailed in Part 5 Section 3 of the A;

**Airport Operator** means the entity identified in Item 3 of Schedule 1 and includes any related corporation of that entity which is authorised to provide the Services and (where the context otherwise permits or requires) the related operations of that entity in respect of the Airport;

**Airside** means the movement area of an aerodrome, adjacent terrain and buildings or portions thereof, access to which is controlled as described in Annex 17 to the Convention of International Civil Aviation;

**Air Transport** means a Flight carried out for hire or reward including any RPT Operation, any other domestic scheduled flight operated in accordance with a published timetable where the air service is offered to the public whether fully loaded, partially loaded or empty and anywhere the air service is contracted to another person to provide but does not include empty Charter positioning flights;

**Airline Operators Committee** is the committee which is comprised of the RPT Operators using the Airport;

**Airport Transport Security Program or ATSP** means the approved security manual that each airport has in relation to security processes and equipment (which may be amended or replaced from time to time);

**ARO** means Aerodrome Reporting Officer;

**ASA** means a written binding agreement between the Airport Operator and a User for the provision of services other than Aeronautical Services to the User at the Airport;

**ASIC** means an Aviation Security Identification Card;

**ATSA** means the Aviation Transport Security Act 2004 (Cth);

**ATSR** means the Aviation Transport Security Regulations 2005 (Cth);

**BHS** means the Baggage Handling System installed at the Airport that transports checked baggage from the check-in desk to areas where bags can be loaded onto Aircraft or transports checked baggage coming from aircraft to the baggage claim area.

**Business Day** means a day other than a Saturday, Sunday or public Holiday on which Australian Banks are open for general banking business in Queensland;

**CASA** means the Civil Aviation Safety Authority;

**Certificate of Registration** means a certificate issued pursuant to Regulation 13 of the CASR;

**Charges** means collectively the Aeronautical Charges and the Government Mandated Charges;

**Charters** means air service operations where either the Aircraft is used for the carriage of Passengers and/or cargo but not conducted in accordance with fixed schedules or the air service operation is not available to the general public on a regular basis;

**Chief Operating Officer** means the Chief Operating Officer of the Airport Operator or his or her nominee;

**Claim** means and includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature;

**Common Access Rules** means these Conditions of Use;

**Conditions of Use** means these Conditions of Use (as amended from time to time) upon which the Airport Operator provides the Services at the Airport and charges for the Services and all manuals for operations conducted at the Airport (as amended from time to time);

**Confidential Information** – means any and all information (whether received before or after the commencement of the operation and effect of these Conditions of Use) that:

- is by its nature confidential or proprietary;
- the party receiving it (the recipient) knows or ought to know that it is confidential or proprietary,

and includes all other commercial, financial, legal and technical information (whether written, oral or in other recorded or tangible form) provided (whether prior to or on or after the commencement of operation and effect of these Conditions of Use) to the recipient (and/or its advisers) by the party providing Confidential Information and includes all notes, calculations, conclusions or summaries or other material derived or produced partly or wholly from any of the Confidential Information and any or all computer records (including data, copies, models, reproductions and recordings)



derived or produced partly or wholly from any of the Confidential Information;

**CPI** means the Consumer Price Index (All Groups) for Brisbane published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorised by the Commonwealth of Australia to do so;

**CUPPS** has the meaning given in clause 3.10;

**CUSS** means Common User Self Service including kiosks and automatic bag drop equipment;

**CX** means Customer Experience relating to the passenger;

**CUTE** has the meaning given in clause 3.10;

**Department** means the relevant Commonwealth Government department from time to time;

**Domestic Operations** means operations that are not International Operations;

**Domestic Passenger** means a person travelling on the Aircraft Operator's Aircraft engaged in Domestic Operations (excluding Infants, Operating Crew and Positioning Crew but including Transfer Passengers, and Transit Passengers) arriving at or departing from the Airport;

**Effective Date** means the date set out in Item 1 of Schedule 1;

**Excluded Services** means each of the following:

- terminal navigation services;
- rescue and firefighting services;
- en-route services;
- meteorological services;
- Ground Handling Services;
- catering services;

- apron services; and
- engineering services.

**FIDS** has the meaning given in Schedule 5;

**Final Destination Airport** means the final destination on any Route (non-stop or multi-sector) which can be reached without changing Aircraft and/or flight number;

**Flight** has the same meaning as is given to that term in the Civil Aviation Act 1988 (Cth);

**Force Majeure Event** means in relation to either the Airport or Airline, acts of God, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood or epidemic or strikes;

**Foreign Aircraft** means an aircraft Registered on a national register of aircraft other than the Aircraft register;

**Freight User** means an Aircraft on which no fare paying Passenger is carried and is configured only to carry cargo;

**General Aviation** means all Civil Aviation Operators other than RPT;

**Government Agency** means a government, whether foreign, federal, state, territorial or local;

- a. a department, office or minister of a government acting in that capacity; or
- b. a commission, delegate, instrumentality, agency, board, or other governmental, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not;

**Government Mandated Charges** means the charges for providing the Government

Mandated Services, as set out in Schedule 2;

**Government Mandated Costs** means the costs that the Airport Operator incurs in providing a User the Government Mandated Services that are imposed on the Airport Operator by the Commonwealth Government, including the Airport Operator's own costs in administering the Government Mandated Services;

**Government Mandated Services** includes the following services (the precise combination of which may change from time to time):

- Border Force;
- Domestic and International Terminal Passenger screening;
- Domestic and International Terminal Passenger checked bag screening; and
- other services required by the Commonwealth Government or other lawful authority;

**Ground Handling Services** means the provision of all or some of the following services: Passenger check-in, baggage handling, Aircraft cleaning and catering, Aircraft maintenance and in some instances Aircraft engineering;

**Handling Agent** means any person, firm or company appointed by the User to perform the handling functions or an Aircraft Operator who self handles;

**Infant** means a person who at the first date of travel is under the age of two (2) years and does not occupy his or her own seat on the Aircraft;

**Injury** includes injury, sickness and death;

**Interest Rate** means the rate per annum that is 2% higher than the rate published by the Australian and New Zealand Banking Group Limited in a newspaper circulating nationally as its Reference Rate from time to time;

**Intermediate Airport** means any destination between the Airport and the Final Destination Airport for which seats may be sold from the Airport or for which seats may be sold to the Final Destination Airport on the same Aircraft/flight number;

**International Operations** means operations by an Aircraft Operator that involve departure from a point outside Australia or arrival at a point outside Australia of an Aircraft Operator's Aircraft;

**KVM** has the meaning given in Schedule 5;

**Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the general law and equity as applicable from time to time.

**Loss** means and includes direct loss, indirect loss, consequential loss, economic loss, loss of profits, damage, including damage to business, any reference to the making of payment by the Airport Operator and a reference to the incurring of any expense by the Airport Operator;

**MTOW** means the **Maximum Take-Off Weight** in relation to an Aircraft, the weight set out in the certificate of airworthiness of, or the flight manual for, the Aircraft as the maximum take-off weight pursuant to CASR;

**NOTAM** means Notice to Airmen and published under Section 18 of the Civil Aviation Act 1988 (Cth);

**Occasional users** means those who are not RPT and/or those who do not have an agreement/licence with GCAPL.

**Operating Crew** means Aircraft Operators' employees operating as flight or cabin crew on arriving or departing Aircraft at Townsville Airport Pty Limited;

**Passengers** means Terminal Passengers, Transfer Passengers and Transit Passengers of RPT Operators;

**Performance Measures** means those measures as identified by the Airport Operator pursuant to clause 2.5

**Performance Principles** means the principles set out in clause 2.2;

**Permitted Use** has the meaning given in clause 5.1;

**Personal Information** has the same meaning as it does under the Privacy Act 1988 (Cth) ("**Privacy Act**");

**Positioning Crew** means a User's flight and cabin crew, other than Operating Crew, arriving into or departing from the Airport on company duty travel for the purposes of positioning for, or returning from, crewing duties;

**QAL** means Queensland Airports Limited ACN 104 121 824 1 and its related bodies corporate as defined under the Corporations Act 2001 (Cth) including:

- Gold Coast Airport Pty Limited ACN 077 200 821;
- Townsville Airport Pty Limited ACN 081 257 490;
- Mount Isa Airport Pty Ltd ACN 081 257 552; and

- Longreach Airport Pty Ltd ACN 138 820 854;

**Registered** in relation to an Aircraft, means that the Aircraft is registered on the Aircraft Register or is a Foreign Aircraft capable of being lawfully flown in Australia;

**Relevant Industry Bodies** include:

- Aircraft Owners and Pilots Association of Australia;
- Australian Air Transport Association;
- Australian Business Aircraft Association Inc;
- Board Of Airline Representatives of Australia Inc;
- Helicopter Association of Australia;
- International Air Transport Association;
- Overnight Air Freight Operators Association;
- Regional Airlines Association of Australia Limited;
- Royal Federation of Aero Clubs of Australia; and
- Any other organisation that the Airport Operator may specify in writing from time to time is to be considered an industry body for the purposes of these Conditions of Use,
- subject always to continual compliance by the relevant body with the Competition and Consumer Act 2010 (Cth);

**Representative** means any director, officer, employee, agent, contractor or subcontractor of a party.

**RPT Operations** means a Regular Public Transport Operations which is the operation of an Aircraft for the purpose of an air service that:

- is provided for a fee payable by persons using the service;

- is conducted in accordance with fixed schedules to or from fixed terminals over specific routes;
- is available to the general public on a regular basis; and
- is defined in the Air Navigation Act 1920 (Cth);

**RPT Operator** means a person undertaking RPT Operations;

**Route** means any route from the Airport to or from a first or Final Destination Airport;

**Safety Management System (SMS)** means a systematic approach to managing safety and is tailored to individual organisations. A SMS includes the necessary organisational structures, accountabilities and procedures to facilitate a systematic, explicit and comprehensive process for managing risks involving goal setting, planning, documentation, and measurement of performance against specific objectives;

**Scheduling Rules** means the rules referred to in Schedule 4, as may be amended or replaced by the Airport Operator from time to time in accordance with clause 6;

**Service** means a route operated to or from the Airport to or from another airport;

**Services** means collectively, Aeronautical Services and Government Mandated Services;

**Special Conditions** means the special conditions (if any) set out in Item 7 of Schedule 1;

**Standard Operating Procedures** means a provision of defined steps and processes required to undertake a given activity;

**Terminal** means Domestic, International and General Aviation buildings and includes concourse, shops, public areas, aero-bridge(s) aprons etc;

**Terminal Operations Manual (TOM)** means a provision of fundamental principles which underpin operations within the Terminal building. The TOM provides both current and new occupants with a simple directory of resources and procedures to promote effective and efficient operations, ensure regulatory compliance, and to provide consistent customer service;

**Terminal Passenger** means a Passenger joining or leaving an Aircraft at the Airport;

**Transfer Passenger** means a Passenger identified by Handling Agents who arrives at the Airport by one Aircraft and departs the Airport on another Aircraft and is treated as a Terminal Passenger;

**Transit Passenger** means a Passenger who arrives in and departs from the Airport on the same Aircraft or an Aircraft with the same flight number;

**Use of the Airport** means an Aircraft using the Airport and Airport Facilities and includes landing, take-off or parking and discharging or taking on Passengers and/or cargo and otherwise receiving Aeronautical Services;

**User** means a person who causes an Aircraft to engage in Use of the Airport, and to avoid doubt includes:

- a Freight User;
- the relevant Aircraft Owner; and
- the relevant Aircraft Operator (where the Aircraft Operator is the agent of the Aircraft Owner).

**VIC** means a Visitor Identification Card;

**Website** means the Airport Operator's website, as identified in Item 4 of Schedule 1.

## Schedule 1

### General Information

Item	Topic	Details
1	Effective Date	1 July 2024
2	Airport	<p><b>Gold Coast Airport</b> The physical site known as the Gold Coast Airport and all adjacent lands and roads leased, operated or controlled by the Airport Operator from time to time and as described in the Airport Lease commencing the 29th day of May 1998.</p> <p><b>Townsville Airport</b> The physical site known as the Townsville Airport and all adjacent lands and roads leased, operated or controlled by the Airport Operator from time to time, including that part described in the Airport Lease commencing the 11th day of June 1998.</p> <p><b>Mount Isa Airport</b> The physical site known as the Mount Isa Airport and all adjacent lands and roads leased, operated or controlled by the Airport Operator from time to time and as described in the Airport Lease commencing the 11th day of June 1998.</p> <p><b>Longreach Airport</b> The physical site known as the Longreach Airport and all adjacent lands and roads leased, operated or controlled by the Airport Operator from time to time and as described in the Airport Lease commencing the 1st day of October 2012.</p>
3	Airport Operator	<p>Gold Coast Airport Pty Limited ACN 077 200 821 Townsville Airport Pty Limited ACN 081 257 490 Mount Isa Airport Pty Ltd ACN 081 257 552 Longreach Airport Pty Ltd ACN 138 820 854</p>
4	Website	<p><a href="#">Gold Coast Airport</a> <a href="#">Townsville Airport</a> <a href="#">Mount Isa Airport</a> <a href="#">Longreach Airport</a></p>
5	Further information regarding Airport Operator	<p><b>Gold Coast Airport</b> The Airport Operator is the lessee and operator of the Airport. The Airport is the second largest airport in both Queensland and New South Wales, straddling</p>

		<p>both states. It serves a large catchment area stretching as far north as Brisbane and as far south as Coffs Harbour.</p> <p>The Airport, which is accessible from both the Gold Coast and Pacific Highway, is an about 30 minute drive from Surfers Paradise, or 50 minutes from Byron Bay.</p> <p>The Airport team has a strong partnership focus and works closely with airlines, tenants, and other airport stakeholders. Providing a warm welcome and fond farewell to customers is a priority for the team and partners. Gold Coast Airport is part of the Queensland Airports Limited group, which has a vision to engage customers, connect communities and provide exceptional experiences.</p> <p><b>Townsville Airport</b> The Airport Operator is the owner and operator of the Airport, which is the gateway to the North Queensland region.</p> <p>The Airport is situated on a coastal plain between Rowes Bay and the Bohle River, 5km west of the city centre. The Airport orientation is such that the existing northern end of the main runway is only 1km from the coast, whilst the terminal and administration building area is approximately 2.6km inland. The airport operates under a joint User Agreement with the Department of Defence and the responsibility for planning and development of the facility is shared between the parties.</p> <p>Townsville Airport is part of the Queensland Airports Limited group, which has a vision to engage customers, connect communities and provide exceptional experiences.</p> <p><b>Mount Isa Airport</b> Mount Isa Airport is located off the Barkly Highway approximately 8km from the city. The Airport largely services the mining sector with the region considered one of the most valuable, mineral-rich areas in the world. Mount Isa Airport is the gateway to Outback Queensland.</p> <p>Mount Isa Airport is part of the Queensland Airports Limited group, which has a vision to engage</p>
--	--	--

		<p>customers, connect communities and provide exceptional experiences.</p> <p><b>Longreach Airport</b>  Longreach Airport is located off the Landsborough Highway approximately two kilometres from the centre of Longreach. Longreach Airport largely services the central west region covering Longreach, Winton and Barcaldine townships.</p> <p>Longreach Airport is part of the Queensland Airports Limited group, which has a vision to engage customers, connect communities and provide exceptional experiences.</p>
6	Airport Operator's notice details	<p>Address for notices: PO Box 112, Coolangatta, Queensland, 4225, Australia  Telephone: + 61 7 5589 1100  Email: <a href="mailto:info@qldairports.com.au">info@qldairports.com.au</a>  Attention: Chief Operating Officer</p>
7	Special Conditions	<p>The following Special Conditions apply in addition to the Conditions of Use:  Gold Coast Airport: Operators are required to comply with all published Noise Abatement Procedures (NAP) mandated by Airservices Australia documentation, the Federal Department of Infrastructure or other regulatory or legislative agency.</p> <p><b>NB: Note that under clause 1.12, these Special Conditions will prevail over any inconsistent terms.</b></p>



## Schedule 2

### Aeronautical charges

Unless otherwise agreed the Airport Operator's Aeronautical charges as at the Effective Date are detailed in the links below.

All charges listed in the tables within the links below are the Airport Operator's best estimate of fair and reasonable prices that a court of competent jurisdiction would determine based upon the information available to the Airport Operator at the time the relevant charge is notified to Users (namely, the Effective Date), and are exclusive of GST. All RPT charges are based on per passenger for both inbound and outbound.

The prices imposed under these Conditions of Use represent the Airport Operator's best estimate of a fair and

reasonable price based upon the information available to the Airport Operator at the time the charges were set. The Airport Operator reserves its position to change the prices from time to time in accordance with these Conditions of Use and further reserves its position to claim different prices should the Airport Operator issue legal proceedings in relation to the prices to be recovered from the User's use of Aeronautical Services at the Airport.

Gold Coast Airport Aeronautical charges link [here](#).

Townsville Airport Aeronautical charges link [here](#).

Mount Isa Airport Aeronautical charges link [here](#).

Longreach Airport Aeronautical charges link [here](#).

## Schedule 3

### Notification of Aircraft Details & Information for Occasional Users

The below table must be provided by email to the relevant Airport ARO as follows:

Gold Coast Airport [dutymanager@gcal.com.au](mailto:dutymanager@gcal.com.au)

Townsville Airport [aviation@tsvairport.com.au](mailto:aviation@tsvairport.com.au)

Mount Isa Airport [aro@isaairport.com.au](mailto:aro@isaairport.com.au)

Longreach Airport [lrearo@lreairport.com.au](mailto:lrearo@lreairport.com.au)

Date:
Operator:
ABN:
ACN:
Address:
Tel:
Email:
<b>General Information</b>
Arrival Date/Time:
Departure Date/Time:
Aircraft Type:
Number of Passengers:
Defence Movement: Yes / No (TSV only)
Terminal Use required: Yes / No
Security Screening services required: Yes / No
<b>Certificate of Registration holder</b> (if not Operator)
Registration:
Name:
Address:
Tel:
<b>Owner</b> (if not certificate of registration holder)
Name:
Address:
Tel:

## Schedule 4

### Airport - Scheduling Rules

- a) [Gold Coast Airport - Scheduling Rules](#)
- b) [Townsville Airport - Scheduling Rules](#)
- c) [Mount Isa Airport - Scheduling Rules](#)
- d) [Longreach Airport - Scheduling Rules](#)

## Schedule 5

### Statistical information

In order that flight data may be analysed by QAL for both accounting and marketing purposes, QAL requires that airline partners return the below data by the 6th business day at the start of each month in a spreadsheet format (a row per flight):

- a. Flight date
- b. Flight time
- c. Flight number
- d. Airline/Aircraft operator
- e. Aircraft registration
- f. Aircraft type and seat capacity
- g. City pair (IATA code)
- h. Passenger count listing arrivals and departures separately, including:
  - i. Count of Infant passengers
  - ii. Count of wheelchair passengers
  - iii. Count of transit passengers
  - iv. Positioning crew
- i. Freight tonnage per flight number
- j. MTOW

All diversions to QAL airports from their scheduled flight plan should be recorded. However, if the passengers did not disembark the aircraft, all the passengers should be recorded as transit and the Passenger count should be recorded as zero.

This format should be replicated for all flights to all QAL airports, reporting each airport separately.

### Accounting

This data is used by the QAL Finance Department to generate monthly invoices, via Airport 2020 software.

### Marketing

This data is used by QAL Business Development and Marketing to generate city pair analysis and maintain data regarding route performance.

## Schedule 6

### Check-in counter and terminal facilities Charge

#### Check-in Counter Platform

Gold Coast Airport operates in a CUTE/CUSS environment. All check-in counters and service desks are fitted with SITA CUTE airport operational platforms, enabling dynamic allocation of check-in counter resources.

Townsville, Mount Isa, and Longreach airports operate with airline specific, and airline owned equipment installed on check-in counters as per their allocation. All equipment is owned, operated, and maintained by the Users including cabin baggage scales. The Airport Operator is responsible for the check-in weight scales, baggage injection and baggage collection areas.

#### Check-in counter allocation

Check in counters will be allocated by the Airport Operator subject to availability and based on a set of check-in allocation guidelines. Check-in counters will be allocated by the Airport Operator prior to the commencement of each Northern Winter and Northern Summer schedule. The Check-in counter allocations must give effect to any priority or allocation rights granted by the Airport Operator pursuant to binding ASAs prior to allocations to users of standard Aeronautical Services.

#### Flight information display system

**(FIDS)** When a Handling Agent logs on to FIDS only a predetermined screen will be displayed. The User is responsible for updating FIDS.

#### Cleanliness of counter positions

Handling Agents must leave each counter position and the area surrounding it in a tidy condition. If required by the Airport Operator Handling Agent's must remove equipment or stationery at the end of a period of use. Rubbish (including bag tags, used bag tags and bag tag backing paper) must be put into the bins provided and must not be dropped or left on conveyor belts.

#### Security of counter positions

Handling Agents must take all reasonable precautions when using each counter position to prevent unauthorised entry into the counter position area and the Baggage Handling System.

#### Leaving a counter position

When leaving a counter position, whether temporarily or at the end of use, the Handling Agent must leave each Counter Position in a secure condition. The last employee or agent at a counter position must ensure that the baggage system is switched off, the baggage shutters are down, that all counter positions are logged off.

## Schedule 7

### Services

#### 1. Aircraft movement and services

The Airport Operator will provide the User with access during the Airport's usual operating hours, subject to clause 6 Schedule Rules, to:

- a. the runways, taxiways, and common use aprons, infrastructure associated with runways and taxiways and visual navigation aids;
- b. the airfield in general and in particular the airfield grounds and roads, and Airside and airfield lighting;
- c. areas to carry out refuelling of Aircraft and the provision of the general facilities used to carry out such operations, including access to fuelling hydrant infrastructure, where it exists;
- d. subject to availability, areas to carry out Aircraft maintenance; and
- e. areas to carry out security activities such as guarding of Aircraft and equipment, at the Airport for the purpose of carrying out the Permitted Use.

The Airport Operator will provide the User with the right to cross, stop and stand on, drive over, operate ground handling equipment on, operate freight loading and unloading equipment on, recharge battery powered equipment on and otherwise utilise aprons.

#### 2. International and Domestic Passenger terminal services

The Airport Operator will provide the User with 24 hours access subject to clause 6 to:

- a. Aircraft parking positions;
- b. visual navigation aids and nose-in guidance systems;
- c. BHS including baggage make-up areas and reclaim facilities and hold cabin luggage screening equipment and checked bag screening system (capable of complying with requirements imposed by Law);
- d. toilets and fresh water supply for the User's passengers and staff;
- e. directional signage;
- f. FIDS including screens at prominent locations throughout the Terminal capable of displaying the User's flight information;
- g. subject to availability, check-in facilities;
- h. subject to availability, facilities to allow the User's Passengers to board Aircraft including aerobridges and boarding gate desks;
- i. areas in which the User's passengers may wait prior to boarding the User's Aircraft;
- j. emergency and public-address systems;
- k. public areas in terminals including public amenities;
- l. facilities for supply of ground power and pre-conditioned air to aircraft (where fitted);
- m. all reasonable practicable safety items and services in relation to

the Services and Airport Facilities;  
and

- n. subject to availability, power, water, sewerage and HVAC.

The Airport Operator is responsible for the cleaning, maintenance and repair of all common user parts of the Airport Terminals.

The Airport Operator will provide Terminal safety and security services, including but not restricted to the screening of Passengers and their accompanied baggage.

The Airport Operator will provide the User with training materials and training of a reasonable number of trainers to enable the User to implement competency-based training and assessment of staff on key aspects of the operation of the Terminal that it operates from covered by these Conditions of Use, including:

- a. the BHS including Checked Bag Screening;
- b. Check-in facilities;
- c. Aerobridges (Including aircraft access via apron);
- d. Nose-in Guidance Systems (NIGS);
- e. FIDS;
- f. Gate facilities; and
- g. QAL Customer Experience Strategy including Hidden Disability programs.

### **3. Access services**

The Airport Operator will provide and manage in a safe, prudent and efficient way the necessary infrastructure to enable the User and its Representatives to properly and efficiently access the

User's Aircraft, facilities and other premises at the Airport.

This infrastructure includes but is not limited to roads (including kerb and guttering), footpaths, covered walkways and signage.

### **4. Security services**

The Airport Operator will provide government mandated airport security services relating to:

- a. end to end security including checked bag screening (CBS), CCTV, goods screening, visitor screening; and
- b. screening of Passengers and non-passengers and their hold and cabin luggage.

### **5. Other services provided by the Airport Operator but not under these Conditions of Use**

The Airport Operator may provide other services to the User under other contracts, including ASAs, leases and licences. These include, but are not limited to:

- a. offices for the use of the User;
- b. lounges for User passengers; and
- c. sites or buildings for the User to undertake any activity that the Airport Operator and the User may agree.

### **6. Exclusion of services**

For the avoidance of doubt, Services and Airport Facilities currently do not include the following:

- a. Terminal navigation services;
- b. Rescue and fire-fighting services;
- c. En-route services;

- d. Meteorological Services;
- e. Ground Handling Services, refuelling or engineering services;
- f. Catering; or
- g. Any other service which is not necessary for the provision of standard commercial passenger and freight services at the Airport.