

Date: 10 July 2009

# Conditions of Use

## Northern Territory Airports

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For Darwin, Alice Springs and Tennant Creek Airports



# Conditions of Use

## Northern Territory Airports

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# Background

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- A We are the airport lessee company and operate the Darwin International Airport, the Alice Springs Airport and the Tennant Creek Airport as appropriate each under a 50 year lease (plus a 49 year option) granted by the Commonwealth of Australia, which leases commence on 11 June 1998 ('Airport Lease').
- B As and from 1 July 2002, the Commonwealth's oversight pricing regime, CPI-X, no longer applies and it is the Commonwealth's intention that from 1 July 2002, we should agree with aircraft operators, on a commercial basis, a new pricing regime for Aviation Services, and General Airport Services.
- C We agree to supply Aviation Services, Government Mandated Services and General Airport Services to you on the terms of these Conditions unless otherwise agreed.
- D In consideration of the supply of the services described in paragraph C above, you agree to pay the Charges and otherwise comply with your obligations under these Conditions.

# Agreed terms

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## 1. Defined terms & interpretation

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### 1.1 Interpretation

- (a) Parties

**We, Us, Operator** and **Our** is either:

- (i) Northern Territory Airports Pty Limited ABN 83 081 258 139;
- (ii) Darwin International Airport Pty Limited ABN 87 081 258 157;
- (iii) Alice Springs Airport Pty Limited ABN 19 081 258 246; or
- (iv) Tennant Creek Airport Pty Limited ABN 42 081 258 344.

all of:

1 Fenton Court  
Marrara in the Northern Territory of Australia 0812.  
PO Box 40996  
Casuarina in the Northern Territory of Australia 0811.  
Telephone: +61 889 201 811  
Facsimile: +61 889 201 800

**You**, and **Your** shall be either:

- (i) the Aircraft Operator; or
- (ii) a user of the Airports who may incur any Charges under these Conditions.

### 1.2 Date of currency of these Conditions

These Conditions are current as at the date on the front page of these Conditions, until we change, replace or waive them.

### 1.3 Conditions generally

These Conditions may be an attachment to another agreement between you and us, or the only agreement governing our relationship.

## 2. These Conditions

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### 2.1 Users of our Airports

- (a) Unless we have agreed different conditions with you, these are the conditions under which you use the Facilities and Services at Darwin International, Alice Springs and Tennant Creek Airports and any other services at these Airports.
- (b) Despite the fact that you have not signed these Conditions, by using any of the Facilities and Services at any of the Airports, you accept these Conditions, and agree to be bound by them as amended, and all of our rules and reasonable directions from time to time.
- (c) Subject to any contrary requirement under any Legislation we may, by the methods set out in Condition 2.6, change, replace or waive any of these Conditions at any time upon the publication of written notice. Upon such publication you are deemed to be bound by any changes made, and the use of our Facilities and Services or our Airports generally following publication of those changes will be deemed acceptance of the changes.

## **2.2 Facilities and services at our Airports**

- (a) We agree to supply Aviation Services, Government Mandated Services and subject to Condition 2.4, General Airport Services to you.
- (b) We agree to supply Aviation Services and Government Mandated Services in accordance with:
  - (i) these terms and conditions;
  - (ii) all applicable laws and regulations;
  - (iii) any and all service levels in the form of Performance Measures;
  - (iv) in the case of Government Mandated Services, as required by DOTARS or the relevant authority;
  - (v) with all due care and skill; and
  - (vi) otherwise in a manner consistent with the world's best practice for leading Domestic and International airports (inclusive of but not limited to Regional Operations, Charter Operations and General Aviation Operations).

## **2.3 What these Conditions cover**

These Conditions cover the provision of Aviation Services and Government Mandated Services. We will charge for the provision of Aviation Services through the Aviation Charges, and for the provision of the Government Mandated Services through the Government Mandated Charges.

## **2.4 What these Conditions do not cover**

- (a) These Conditions do not cover the provision of General Airport Services provided by us, or charges for these services. General Airport Services are available for use from us on separate commercial terms and at commercial rates.
- (b) We are not responsible for the security of your aircraft. However you must comply with any of the safety or security requirements of the Airport for which we notify you of from time to time.

## **2.5 Notification of the existence of these Conditions**

- (a) We will take all reasonable steps to notify you of the existence of, and the requirement to comply with these Conditions prior to your use of our Facilities and Services.
- (b) If after 30 June 2003 you use any one of our Airports without first being notified of these Conditions, we will subsequently notify you by e-mail or other means after your first use any one of our Airports, or our Facilities and Services.
- (c) Subject to Condition 2.6(b) if you continue to use our Airports, or our Facilities and Services after being notified, or after we notify you that the Conditions have been amended, then such continued use will constitute acceptance of these Conditions and their amendments from time to time.

## **2.6 Changes to these Conditions**

### **Major Users**

- (a) For Major Users of our Airports, if we want to make changes to these Conditions, we will:
  - (i) notify you by e-mail or other means of a proposed change to these Conditions and where it is practical to do so, we will notify you at least 60 days before the change is to take effect (however we reserve the right to vary Aviation Charges at any

time as per Condition 7.4, and where the Government Mandated Charges are varied, these will be passed on to you); and

- (ii) consult with you in good faith regarding the proposed change to these Conditions during the period of notice.
- (b) As soon as practicable after consulting with you, we will notify you by e-mail or other means of the changes to these Conditions. We will also publish the agreed changes on the Website.

#### **Non Major Users**

- (c) If you are not a Major User of our Airports, we will give you notice of any agreed changes to these Conditions by e-mail or other means once the changes have been implemented.

#### **All Users**

- (d) All users of our Airports, which continue to use our Airports after notification of the changes, will be deemed to accept the changes to these Conditions.

## **2.7 Terms and Words**

Terms or words used in these Conditions and the attached schedules that require defining are explained in Schedule 1.

## **3. Use of Airport**

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- (a) These Conditions govern your use of the Airports, the Facilities and Services and any other services at the Airports. By using the Airports you accept these Conditions.
- (b) You must not access any military facilities at RAAF Base Darwin unless otherwise authorised by the military.
- (c) These Conditions apply equally to Domestic and International operations (RPT Operations), Regional Operations, Charter Operations and General Aviation Operations.
- (d) You may use Darwin International Airport and Alice Springs Airport as a designated alternate without first obtaining our consent. However you must use your best endeavours to obtain our consent before using the Airports.
- (e) You accept that:
  - (i) access to the Airports and the Facilities and Services are subject to the demand of other users of the Airports;
  - (ii) use of the Airports and the Facilities and Services is governed by relevant laws;
  - (iii) we may close all or any part of the Airports and withdraw all or any part of the Facilities and Services, for any period we consider appropriate when in our reasonable opinion it is necessary to do so; and
  - (iv) we will not be liable for any loss or damage you sustain as a direct or indirect result of any planned or unplanned closure of the Airports, or the interruption or shutdown of any Facility or Services unless caused by our negligence.
- (f) You accept that unless otherwise specified in writing, these Conditions prevail over any other oral or written agreement we have with you.
- (g) You agree that when operating aircraft at our non-towered aerodromes (these include Alice Springs Airport between 0930 UCT and 2200 UCT, and Tennant Creek Airport at



all times) you must for the benefit of all other users of the Airports make radio calls on the Common Traffic Advisory Frequency (CTAF) in the following circumstances:

- (i) when inbound to the aerodrome;
- (ii) when circuiting the aerodrome;
- (iii) when 10 nautical miles from the aerodrome;
- (iv) following any missed approach to the aerodrome;
- (v) when turning down wind of the aerodrome;
- (vi) when turning to base;
- (vii) when turning to final approach of the aerodrome; and
- (viii) when clear of the runways.

## **4. Our mission, vision, value and service performance**

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### **4.1 Mission**

It is our mission in the interests of all stakeholders, to operate an airport business that is world class in financial and environmental performance, customer service and safety and security, and is recognized as a key contributor and participant in the economic growth of the Northern Territory.

### **4.2 Vision**

It is our vision to conduct world class Airport businesses. That is, we aspire to achieve the following:

- (a) standards of efficiency that equal world's best practice;
- (b) compliance with all operational, regulatory and environmental standards;
- (c) customer satisfaction with facilities;
- (d) staff and management excellence;
- (e) appropriate returns to shareholders on invested capital that reflect the underlying risk; and
- (f) fully investigate all commercial opportunities, and where appropriate develop and implement same.

### **4.3 Values**

We aim to:

- (a) deliver on our commitment to customers, shareholders and other stakeholders;
- (b) act with honesty and integrity in all our dealings with employees and customers;
- (c) demonstrate our professionalism and credibility in all areas of our operations;
- (d) respond in a timely and appropriate manner to stakeholders needs;
- (e) reward staff for their endeavours on a fair and equitable basis;
- (f) accept the responsibility and accountability that goes with the challenge of delivering objectives and plans;
- (g) respect all people who we work and have contact with; and
- (h) excel in providing the highest quality service and support to our stakeholders.

#### **4.4 Our Service Charter is for the whole of our Airports**

Our commitment to the Performance Measures and the performance principles set out in Condition 4.5 will cover the whole of our Airports. This is to ensure that we and all airlines, aircraft operators, other business operators and government agencies at our Airports are striving for and monitoring the same performance levels and embracing the same mutually beneficial service philosophy.

#### **4.5 Performance principles**

In order to provide world class Facilities and Services, we will take all reasonable steps to apply the following performance principles to guide our activities and development of our Airports. We will:

- (a) maintain and operate secure, safe and efficient Airports and will, within a reasonable time after a request from you to do so, provide satisfactory evidence of certification of all reasonable or necessary maintenance and safety checks and inspections;
- (b) provide a comfortable and friendly environment to the travelling public;
- (c) to the extent that it is our responsibility, keep all Facilities and Services in good repair and condition and effect all structural and other maintenance, replacement, renovations and repairs with respect to the Facilities and Services;
- (d) continue to improve Facilities and Services wherever justified and in accordance with our plans;
- (e) ensure that a high standard of cleanliness of public areas and facilities is maintained by our contractors, tenants and concessionaires;
- (f) continue to maintain and improve Facilities and Services (where possible) for special needs passengers;
- (g) ensure that all Aviation Services, whether direct or indirect, comply with occupational health and safety standards in place from time to time;
- (h) respond quickly to enquiries relating to our Facilities and Services; and
- (i) continue to work closely with airlines and their representative organisations, aircraft operators and government agencies, both individually and through the airline operators committee, to ensure that terminal Facilities and Services are supplied and allocated in a mutually beneficial and equitable manner and with the public's best interests in mind.

#### **4.6 Quality of Aviation Services related to our investment in our Airports**

The quality of our Aviation Services will largely be determined by the long-term investments that we make. Two important influences on the quality of Aviation Services, which are directly related to the Aviation Charges, are the capacity relative to the demand, and the efficiency or quality standard of the Facilities and Services made available.

#### **4.7 General relationship principles**

We will operate our Airport having regard to the following principles:

- (a) we will take all reasonable steps to treat you with courtesy and respect;
- (b) we will act reasonably to answer all correspondence, questions and inquiries promptly;
- (c) we will provide e-mail addresses for your feedback through our Website;
- (d) we can be contacted by telephone, facsimile, in person or electronically during normal business hours. Airport operational staff are contactable 24 hours a day if required. A list of our key personnel and their contact details appears on the Website;

- (e) we respect your right to privacy and confidentiality and we will comply with the *Privacy Act 1988 (Cth)* and other applicable laws as those laws relate to the protection of your personal information; and
- (f) we will take all reasonable steps to act and discharge our duties with professionalism in a spirit of open and honest communication, striving for reasonable outcomes for all parties, wherever possible.

#### **4.8 Consequences of failure to meet performance criteria**

We will take all reasonable steps to achieve the standards set out in Conditions 4.4 and 4.5, however we cannot guarantee this will be met in all instances and on all occasions

#### **4.9 Service of Notices**

Any notice, demand, consent or other communication concerning these Conditions must be in writing and be:

- (a) signed by that party, its Authorised Officer, or by its solicitors; and
- (b) served by being delivered personally to the party, or by sending it by registered mail to:
  - (i) the address most recently notified by that party; or
  - (ii) the registered office if a company; or
  - (iii) or the address indicated on these Conditions; or
  - (iv) by sending a facsimile transmission to the number provided for that purpose.

Any notice, demand, consent or communication sent by post will be deemed to be served when the letter would be delivered in the ordinary course of post. Any change of address for the service of notices of either party must be notified in writing to the other party within seven (7) days of the change.

#### **4.10 Contact Information**

You can contact us by any of the following means:

- (a) by mail to
  - Chief Executive Officer
  - Northern Territory Airports P/L
  - Airport Management Centre
  - PO Box 40996
  - CASUARINA NT 0811
- (b) by facsimile to
  - (08) 8920 1800 – For calls made from within Australia
  - +61 8 8920 1800 – For calls made from outside Australia
- (c) by e-mail
  - information.adg@ntairports.com.au
- (d) by telephone
  - Business Hours:*
    - (08) 8920 1811 – For calls made from within Australia
    - +61 8 8920 1811 – For calls made from outside Australia

*After Hours:*

- Darwin International Airport: 0402-088-145
- Alice Springs Airport: 0402-088-153
- Tennant Creek Airport: 0402-088-160

## 5. Compliance with laws

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### 5.1 General compliance obligations

- (a) When using the Facilities and Services, the Aviation Services, or any other services at the Airports you must comply with:
  - (i) these Conditions;
  - (ii) all relevant laws, including the *Civil Aviation Act 1988* and *Regulations* and the *Air Navigation Act 1920* and *Regulations*, all relevant Air Services Australia publications and any direction from the Civil Aviation Safety Authority;
  - (iii) the operational requirements of the Airports as published in ERSAs and NOTAMs, and the environmental requirements as described in the Airport Environmental Strategy as applicable from time to time;
  - (iv) all relevant Legislation, which includes the *Work Health Act* and the *Work Health (Occupational Health and Safety) Regulations* and all applicable environmental legislation;
  - (v) other conditions, instructions, orders and directions necessary for the day to day operation of the Airports and as published by the Airport from time to time;
  - (vi) local flying restrictions;
  - (vii) directions on security from DOTARS, and such relevant Airport security programme as implemented at the Airports from time to time;
  - (viii) any noise management procedures or regulations in place from time to time by the relevant statutory authority;
  - (ix) directions from any other person empowered by any relevant law to give same; and
  - (x) the appropriate Airport operations manual as applicable to the relevant Airport.
- (b) You are responsible for familiarising yourself with all matters referred to in Condition 5.1(a).
- (c) You must not do anything that puts us in breach of any legislation.
- (d) We need not give you any information which would result in us breaching any confidentiality obligations, or security restrictions. If we provide you with any information and require that disclosure be limited to certain authorised personnel, you must comply with this request.

### 5.2 Default and termination

Where you are in breach of these Conditions, we may, to the extent of our entitlement to do so under the Airports Act terminate your right to use our Facilities and Services upon 14 days written notice.

## 6. Information we require from aircraft operations

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### 6.1 Regular Public Transport (RPT) Operations

For aircraft and operators involved in RPT Operations:

- (a) before using our Facilities and Services at an Airport you must give us the information we require, including:
  - (i) your name, address, ABN and contact details;
  - (ii) evidence that you have in place emergency procedures in connection with all potential threats to passengers, cargo and the Facilities and Services at the Airport as appropriate to your operations and at least to the standard required to comply with the Aerodrome Emergency Procedures and the Aerodrome Emergency Plan;
  - (iii) the names, addresses, telephone numbers (business and after hours), facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Services at the Airport;
  - (iv) evidence of the insurance policies you hold that are consistent with the requirements of Condition 6.1 and confirmation that these policies will remain current at all times when you are using the Facilities and Services at the Airport;
  - (v) ground handling arrangements for passengers and cargo if required for your operations;
  - (vi) arrangements for the repositioning of stationary aircraft; and
  - (vii) confirmation that the types and standards of aircraft being flown by you into and from the Airport are compliant with the *Air Navigation (Aircraft Noise) Regulations*.
- (b) You must provide us with the details of any changes made to information required under this Condition 6.1 within 1 month of such change.
- (c) You must also within 7 days of the end of each calendar month provide us with the number of passengers per flight that you embarked and disembarked at the Airport during that month, together with the number of those passengers who were transit passengers shown separately. We require this information to assess the Aviation Charges and Government Mandated Charges.
- (d) Where you fail to provide the information mentioned in Condition 6.1(c), we will calculate and levy our Charges based upon the presumption of maximum seat load capacity as published by you, which amounts you are required to pay before we will enter any meaningful discussions to have the correct load capacity determined.
- (e) If we ask you to do so, you must give us certified statements from your auditors verifying the accuracy of the information you have provided us under this Condition 6.1. You must give us the statements within 60 days of the date of our request, which shall be made no more frequently than once a year. Your auditors must be members or affiliates of an internationally recognised and independent accounting firm.
- (f) You agree that we may, and permit us to conduct an independent audit at our cost, of the information you provide us under this Condition 6.1.
- (g) Where the information you provide to us, or the information we obtain from the audit we carry out, discloses any error in the information we have been provided with, we shall be

entitled to calculate and levy Charges based upon the information obtained from the independent audit.

- (h) If the error identified is in our favour by 5% or more based on the information you have given to us, then you must reimburse us the cost of the audit carried out by us under Condition 6.1(f).
- (i) Where you advise us that the information given to us under this Condition 6.1 is commercially sensitive, we shall use our best endeavours to maintain its confidentiality.

## 6.2 Non-Regular Public Transport Operations

For aircraft and operators not involved in RPT Operations:

- (a) Before using our Facilities and Services at an Airport you must give us such information as we may require including:
  - (i) your name, address, ABN and contact details;
  - (ii) evidence that you have in place emergency procedures in connection with all potential threats to passengers, cargo and the Facilities and Services at the Airport/s as appropriate to your operations and at least to the standard required to comply with the Aerodrome Emergency Procedures and the Aerodrome Emergency Plan;
  - (iii) the names, addresses, telephone numbers (business and after hours), facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Services at the Airport/s;
  - (iv) evidence of the insurance policies you hold that are consistent with the requirements of Condition 6.1 and confirmation that these policies will remain current at all times when you are using the Facilities and Services at the Airport/s;
  - (v) ground handling arrangements for passengers and cargo if required for your operations;
  - (vi) arrangements for the repositioning of stationary aircraft;
  - (vii) confirmation that the types and standards of aircraft being flown by you into and from the Airport are compliant with the *Air Navigation (Aircraft Noise) Regulations* Chapter 2 phase out program;
  - (viii) confirmation of the ownership details for all aircraft using the Facilities and Services; and
  - (ix) Maximum Take Off Weight (MTOW) for aircraft.
- (b) You must provide us with the details of any changes made to information required under Condition 6.2(a) within one month of such change.
- (c) Where the information required by this Condition is not provided, we will obtain such of those details as are located on the CASA register and the equivalent International aircraft registration bodies, and:
  - (i) we shall determine the MTOW for the aircraft; and
  - (ii) the registered owner and/or aircraft operator as indicated on the CASA and/or equivalent International aircraft registration bodies will be held jointly and severally liable in relation to all costs and charges levied.

- (d) Where you fail to provide the information required under Condition 6.2(a), we shall be entitled to calculate and levy our Aviation Charges based upon the registered Maximum Take Off Weight as published by CASA and/or Janes Book of Aircraft, which amounts you are required to pay before we will enter any meaningful discussions to have the correct load capacity determined.

### **6.3 All aircraft and operators**

For all aircraft and operators whether or not involved in RPT Operations:

- (a) you are responsible for ensuring that written notification is given to us if the ownership of any aircraft being operated from the airports changes, or if the operator of any such aircraft changes; and
- (b) where you fail to provide the information required under Conditions 6.1 and 6.2 above, we shall be entitled to calculate and levy our Charges based upon the presumption that the aircraft continues to be operated and/or owned by you.

## **7. Aviation charges**

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### **7.1 Application of Aviation Charges**

You must pay us the Aviation Charges once you use the Facilities and Services at the Airports. The use of our Facilities and Services includes the landing, take-off or parking of any aircraft on or from our Airports.

### **7.2 Calculation of Aviation Charges**

The amount of Aviation Charges you must pay will be calculated in accordance with Schedule 2 as varied from time to time. By using our Facilities and Services you agree to the Aviation Charges appropriate at the time of use.

### **7.3 Payment of Aviation Charges**

- (a) All Aviation Charges become due and payable when you use the Airports, and must be paid before your aircraft leaves the Airport, unless you have made other written arrangements for the provision of credit with the Airport which must be signed by both parties.
- (b) The Aviation Charges are payable in Australian dollars only, or they may be paid in US dollars if the parties agree.
- (c) Where invoices are issued in relation to the Aviation Charges, payment of those Aviation Charges must be made in accordance with our regular trading terms which will be specified on each invoice rendered, unless otherwise agreed.
- (d) You must pay the Aviation Charges by the date specified in the invoice either by:
  - (i) direct deposit into our bank account. The details of which will be provided on request;
  - (ii) cheque made payable to the relevant Airport, noting that you may also be responsible for bank charges incurred in cheque processing;
  - (iii) EFTPOS (including a reasonable allowance for fees and bank charges incurred by us as a result) if paying at our offices at Darwin International or Alice Springs Airports;
  - (iv) approved credit card (including a reasonable allowance for fees and bank charges incurred by us as a result) if paying by telephone or at our office at Darwin International or Alice Springs Airports, or

- (v) any other method approved by us.

#### **7.4 Variation of Aviation Charges**

- (a) We may vary any of the Aviation Charges or their application at any time.
- (b) If we intend to vary any of the Aviation Charges:
  - (i) where it is practical to do so, we will use our best endeavours to consult with the relevant major users of the Airports at least 60 days prior to publication on the Website, and before we vary the Aviation Charges;
  - (ii) however we will notify you at least 30 days before any variation becomes effective; and
  - (iii) such amendments to Aviation Charges will be published at the Website.

#### **7.5 Aviation Infrastructure and Facilities Investments**

You acknowledge that we are responsible for all Aviation Infrastructure and Facilities Investment decisions at the Airports, as the airport-lessee company and operator of our Airports. If we decide to make a major Aviation Infrastructure and Facilities Investment, we may increase the Aviation Charges. However, before we make a final decision on any Aviation Infrastructure and Facilities Investment, we agree to use our best endeavours to consult with our Major Users about any necessary related increases to Aviation Charges at least 60 days prior to implementing such changes.

### **8. Government Mandated Charges**

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#### **8.1 Payment of Government Mandated Charges**

You must pay us Government Mandated Charges applicable for us providing the Government Mandated Services to you.

#### **8.2 Government Mandated Services**

We administer the Government Mandated Services for the provision of safety and security at our Airport, which include (but are not limited to) the following services:

- (a) the Australian Protective Service;
- (b) terminal passenger screening;
- (c) terminal passenger checked bag screening;
- (d) other services required by the Commonwealth Government or other lawful authority (including the DOTARS) and any additional security measures we are required to take or which we undertake through third parties and which may include the incurrence of capital expenditure (allowing a reasonable return on capital investment) to provide such services and which are provided by us to you at our Airports from time to time;
- (e) any hiring of equipment required for providing the Government Mandated Services; and
- (f) any operational and administrative costs incurred by the Airports to provide the Government Mandated Services either directly, or on a contract management basis.

#### **8.3 Changes to Government Mandated Charges**

We will notify you of any changes to the Government Mandated Charges in the same way as identified at Condition 7.4.



## **8.4 Recovery of Government Mandated Charges**

The Government Mandated Charges are payable by you annually on a pass through basis, and which we review every 6 months. Any under or over recovery of Government Mandated Costs in any particular year will be adjusted in the following year by increasing or reducing Government Mandated Charges payable for the following year.

## **8.5 Audited statement of Government Mandated Services**

We are required to report to the Australian Competition and Consumer Commission annually with details of expenses incurred and revenues derived to recover those expenses, and we will provide a copy of this report when requested by any airlines operating from our Airports.

## **8.6 Management of Government Mandated Charges and Government Mandated Services**

- (a) We will use our best endeavours 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.
- (b) We will take all reasonable steps, where possible, to manage any third party costs and any third party contractors in order to efficiently manage the Government Mandated Charges and provide the Government Mandated Services as much as reasonably possible.

# **9. Failure to pay Government Mandated Charges or Aviation Charges**

## **9.1 Failure to pay Charges when due**

- (a) You must notify us immediately if you become aware that you will not, or might not be able to pay a Government Mandated Charge or an Aviation Charge by the due date.
- (b) Neither your giving, nor our receipt, of that notice, affects our rights under these Conditions, and you will remain liable for the payment of the Government Mandated Charges and Aviation Charges.
- (c) We may charge interest at the Interest Rate for any Charges paid after their due date for payment. Interest at the current rate of 1.5% per calendar month, and subject to change from time to time, will be calculated from the day it was payable to the date it is paid in full. Each month we will add the interest to the unpaid amount and charge interest on the total outstanding amount.
- (d) You will also be liable for any additional costs we incur in recovering any unpaid Charges.

## **9.2 Disputed Charges**

- (a) You must notify us in writing within 14 days of the invoice date that you dispute any Government Mandated Charges or Aviation Charges shown in an invoice.
- (b) If in our reasonable opinion you have bona fide grounds to dispute any Government Mandated Charges or Aviation Charges, then we will negotiate with you in good faith with a view to resolving the dispute.
- (c) However, if you dispute any Government Mandated Charges or Aviation Charges you must first pay those Charges by their due date for payment.
- (d) If following the resolution of a dispute regarding any Government Mandated Charges or Aviation Charges:

- (i) it is found that you have made an overpayment of Charges, then we will credit your next invoice from us by the amount of overpayment of Charges; or
- (ii) it is found that you are required to pay further Charges to us in addition to the disputed invoice amount (not limited to the payment of any of our costs in respect to your dispute), then you must pay those further Charges to us immediately following the resolution of the dispute.

### **9.3 Detention of Aircraft and exclusion from access to the Airport**

- (a) If you do not pay us any undisputed amount payable under these Conditions within 21 days after it becomes payable, or negotiations over disputed amounts fail, we may:
  - (i) refuse to allow any or all of your aircraft to use our Facilities and Services at the Airports or the Airport generally; or
  - (ii) use reasonable means to detain any of your aircraft and any other ancillary equipment used to cover your aircraft operations (whether directly involved in the accrual of the debt or otherwise) until you have paid all outstanding amounts; or
  - (iii) sell any of your property or detained aircraft to recover the Government Mandated Charges and Aviation Charges, interest and our costs incurred,

however, where your grounds for a dispute are reasonable, we will not exercise our rights under this Condition 9.3 unless we have first sought to negotiate with you in good faith to resolve the dispute, and given you a further 14 days written notice regarding our intended actions.

- (b) You acknowledge that we have the rights conferred by this Condition 9.3, and submit to the obligations to pay under this Condition.
- (c) You acknowledge and agree that if we detain your aircraft or take any other action as a result of the non payment of Government Mandated Charges and Aviation Charges, all costs incurred by us become payable by you, including any costs for security incurred during any detention period.
- (d) Unless we give you written consent, you are not allowed to make any set-off against or deduction from the Government Mandated Charges and Aviation Charges payable for using our Facilities and Services for any reason whatsoever.
- (e) These Conditions do not limit any other action lawfully available to us to recover anything you owe us.
- (f) Our rights under these Conditions are not lost, or deemed to be waived, where any of your aircraft are removed from the Airport.

### **9.4 Bank Guarantee or Bond**

- (a) If:
  - (i) on two or more occasions you have failed to pay Government Mandated Charges, and/or Aviation Charges (which are not subject to a reasonable dispute) by the date specified within the invoice rendered; or
  - (ii) we have at any time commenced recovery action against you;

we may require that you provide us with a Bank Guarantee or Bond in accordance with this Condition 9.4.

- (b) Where we have requested a Bank Guarantee or Bond from you and it is not provided, we may:

- (i) refuse to allow any or all of your aircraft to use the Airport;
- (ii) refuse you or any entity associated with you access any part of the Airport; and
- (iii) report your conduct to such credit reference organisations as we deem to be appropriate;

until you provide us with a suitable Bank Guarantee or Bond.

## 10. Security

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- (a) If we request a Bank Guarantee or Bond from you as security for your use of our Facilities and Services, you must provide that Bank Guarantee or Bond within 30 days of our request.
- (b) The amount of the Bank Guarantee or Bond will be the greater of:
  - (i) \$10,000.00;
  - (ii) the aggregate of the previous three months Charges payable by you to us; or
  - (iii) any other amount we consider appropriate.
- (c) We may on 30 days written notice require you to increase the amount of the Bank Guarantee or Bond if:
  - (i) you fail to pay any Charges; or
  - (ii) you fail to comply with any of these conditions.
- (d) You acknowledge that if you fail to pay any Charges, or cause any damage to the Facilities and Services or anything else at the Airport we may draw upon the Bank Guarantee or Bond without notice to you to compensate us for any loss or damage sustained by us.
- (e) If we draw upon the Bank Guarantee or Bond, you must immediately give us a replacement Bank Guarantee or Bond for the amount required under this Condition 10. You may be prohibited from using the Facilities and Services until a replacement is provided.

## 11. Moving aircraft

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- (a) We may at any time, acting reasonably, require you to:
  - (i) move any aircraft to another position at the Airport; or
  - (ii) remove an aircraft from the Airport at your cost, and within a specified time.
- (b) If you do not comply with our order within the specified time, we may move or remove the aircraft and:
  - (i) you must pay all of our reasonable costs of having the aircraft moved or removed,; and
  - (ii) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our order, including any loss or damage caused to any property in the detainment, or movement of the aircraft (unless any loss or damage is caused by our negligence);

provided that we first make all reasonable attempts to contact you before moving or removing your aircraft.

- (c) These Conditions are subject to whatever licence or sublease you have been granted by us, in particular regarding the parking of aircraft.

## 12. Sale of aircraft

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- (a) If any Aviation Charge or Government Mandated Charge is not paid within 90 days of the date of the invoice for that Charge, we may sell your aircraft, and/or any other item of your property at the Airport, to recover any amount outstanding including interest, costs and administration fees.
- (b) We are entitled to nominate the method by which we will sell the Aircraft or other detained property, in accordance with Schedule 3, and by using the Facilities and Services, you agree that we are entitled to do so.
- (c) We will not be liable for any loss, liability or exposure you incur arising out of:
  - (i) anything we do or do not do in exercising our right of sale under these Conditions, including not obtaining a market price; and
  - (ii) our application of the sale proceeds.

## 13. Facilities and services unavailable

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- (a) We will endeavour to keep our Facilities and Services at the Airports available for use, however their use may be unavailable wholly or partly for operational purposes, maintenance, or any new development or events beyond our reasonable control.
- (b) If the Facilities and Services become partly or wholly unavailable we will use our best endeavours to publish details of which Facilities and Services will be unavailable approximately 30 days prior to this occurring. This is subject to Conditions 6.1 and 18.
- (c) We may at any time on short notice declare that any of our Facilities and Services are wholly or partly unavailable for use due to safety or operational requirements. We will use our best endeavours to notify you of any unavailability. It is your responsibility to arrange use of alternate facilities or services.

## 14. Services we do not provide

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- (a) We do not provide:
  - (i) aircraft, building, motor vehicle or other security services (other than those detailed in Condition 15);
  - (ii) air traffic control services;
  - (iii) rescue and fire fighting services;
  - (iv) en-route services;
  - (v) meteorological services;
  - (vi) hangar facilities except where special arrangements are in place;
  - (vii) quarantine waste disposal, customs or immigration services;
  - (viii) mechanical repair/maintenance services;

- (ix) ground handling services, re-fuelling services and apron services other than allocating aircraft parking bays;
  - (x) environmental clean up services; and
  - (xi) non visual navigation aids services.
- (b) Our Charges do not include fees for any services listed in Condition 14(a), or fees for things we provide outside the scope of these Conditions.

## 15. Airport security

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### 15.1 We are responsible for the security at our Airports

We are responsible for Airport security arrangements and emergency response activities under the *Air Navigation Act 1920* (Cth), the *Air Navigation Regulations*, any DOTARS instruments or directions, and additional security measures which may be imposed upon us from time to time. DOTARS is the regulatory authority for our Airports and may impose on us certain security requirements which you must comply with.

### 15.2 Our Airport Security Programmes

The Airport Security Program outlines our requirements regarding our Airports' security. You must comply with the Airport Security Program.

### 15.3 Aviation Security Identification Card (ASIC)

Unless you are an authorised issuing authority for an ASIC (proof of authority will be required by us in writing from DOTARS), you and your employees, agents and contractors must apply to us for an ASIC before they will be permitted to access and use restricted areas and controlled areas of our Airports. You and your employees, agents and contractors must display the ASIC above the waist in a visible location on the person at all times whilst at our Airports, and it must be produced for inspection by us or any other lawful authority at any time.

### 15.4 ASIC application security checks

- (a) As part of the application, you and your employees, agents and contractors acknowledge that we are able to conduct a detailed police service and law enforcement check on all applicants, which will include a check on the applicant's criminal and other history to determine their suitability to possess an ASIC.
- (b) More information about this, and about the applicant's consent for our security checks, is on our ASIC application form. You must pay our reasonable fees for an ASIC on making the application.

### 15.5 ASIC conditions of use

If we, or an authorised issuing authority, issue you or your employees, agents and contractors with an ASIC, the ASIC is issued on our ASIC issuing conditions on the ASIC application form available from our office. The ASIC remains our property at all times and must be surrendered to us or any other lawful authority on demand or when your employment ceases or when it is no longer required.

### 15.6 Screening Authority for Northern Territory Airports

We are the authorised screening authority for both passenger screening and checked baggage screening at the Terminal. The requirements for screening are prescribed by DOTARS. You and we must comply with these screening requirements.

### 15.7 Airport Operations Committees

We have the following committees in relation to Airport security operations:

- (a) the Airport Security Committee which meets every three months. This is a regulatory requirement;
- (b) the Airport emergency committee which meets at least three times a year as prescribed in our Airport Operations Manual. This is a regulatory requirement of the Civil Aviation Safety Authority; and
- (c) we recommend that someone represents your interests on these two committees.

## 15.8 Airport Exercises and training

We conduct regular Airport Exercises which include training for you and your employees, agents and contractors on a variety of Airport related activities and procedures (including security and emergency procedures). We will give you reasonable notice before these Airport Exercises and training will be conducted. We strongly recommend you send a representative and any new employees to these Airport Exercises. You and your employees should participate in these Airport Exercises if we ask you to.

## 15.9 Building or construction works in restricted or controlled areas

- (a) If required, before you undertake any construction or modifications to buildings or other structures on our Airports which are on restricted or controlled areas (if required by law) or which may impact the security of restricted or controlled areas of our Airports, you must first have security clearance from DOTARS, us and, if applicable, Airservices Australia (air traffic control), or the RAAF. Where reasonably necessary, we may ask that you have security personnel supervising any building or construction work in restricted or controlled areas at all times.
- (b) In addition, we, DOTARS or any lawful authority may supervise your building or construction work in restricted or controlled areas of our Airports. We may invoice you for the reasonable costs and expenses if we require security personnel to supervise your building or construction work (on a full recovery basis). In performing any building work on the Airports, you must also comply with the *Airport (Building Control) Regulations*. If there is a failure in security or a breach of our security requirements we may take any reasonable action necessary to resecure your area at your expense.

## 16. Insurance

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- (a) You must at all times maintain a policy of insurance for at least \$20,000,000.00 (or such other amount as we notify from time to time) insuring against all claims which may be brought against either you or us for bodily injury (including death) and/or damage to property whether or not arising out of the use of any aircraft by you or any other party you authorise to use such aircraft. The insurance policy must note our, and our Financier's interest.
- (b) You must whenever requested by us produce evidence of the currency of the insurance policy required by this Condition 16.
- (c) We may deny your staff and aircraft the use of the Airports or the Facilities and Services until such insurance is in place.
- (d) The sum insured as stated in Condition 16(a), or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance that must be maintained. The insured amount must be sufficient to cover all risk of loss of or damage to any property, equipment or other materials used by you in the conduct of the business.

## 17. Release and indemnity

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### 17.1 You indemnify us

You are liable for and you must indemnify us against liability or loss arising from, and any costs incurred in connection with:

- (a) a breach of these Conditions by you, including the loss or damage that results from us exercising our right to terminate these Conditions, or our termination of your use of our Airports; or
- (b) damage, loss (to person or property), injury or death caused or contributed to by your act, omission, or default by you or your employees or agents; or
- (c) damage, loss, injury or death caused or contributed to by you bringing onto, or storing at, our Airport any dangerous or contaminating substances; or
- (d) us doing anything which you are required to do under these Conditions but have not done; or
- (e) the overflow or leakage of water into or from any area at our Airport that you use or fire on or from any area at our Airports that you use; or
- (f) loss or damage (to person or property) caused by you or your employee's or agent's use of our Airports; or
- (g) our exercise of the right to detain, move or remove your aircraft; or
- (h) any claim by third parties arising out of the personal injury or death of any person, or damage to property caused by your use of our Airports;

unless any loss or damage is caused by our negligent act.

### 17.2 Your risk

You use our Airports at your own risk.

### 17.3 You release us

You release us from, and agree that we are not liable for, any liability or loss arising from:

- (a) damage, loss (to person or property), injury or death; or
- (b) anything we are permitted or required to do under these Conditions;

in the absence of any negligent act on our part.

### 17.4 Survival of indemnities

Each indemnity in these Conditions is a continuing obligation, separate and independent from the other obligations, and shall survive the termination of these Conditions.

### 17.5 Enforcement of indemnities

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

## 18. Exclusion of warranties and conditions

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- (a) We do not make any representation or warranty in connection with the use of the Airports or the Facilities and Services and we exclude all implied warranties and conditions that can be excluded.

- (b) If a warranty or condition is implied under any Legislation in connection with any part of the Facilities and Services, and it can be excluded, we exclude it and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:
- (i) the supplying of the Facilities and Services again; or
  - (ii) the payment of the cost of having the Facilities and Services supplied again.

## 19. Statistical information

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### 19.1 Monthly summary reports

Within 7 Business Days after the end of each month, you agree to provide to us with a monthly summary (by flight) of the information required under these Conditions, particularly in accordance with Condition 6.1(c). This information will be used to calculate the Aviation Charges.

### 19.2 Why we need statistical information

The statistical information you provide is extremely important to us, not just for the purposes of calculating Aviation Charges, but also to assist us monitor growth in activity at our Airports, efficiently manage our Airports and to assist future planning for our Airports, to ensure your future needs are catered for.

## 20. Dispute resolution

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### 20.1 Procedure

If a party considers that a dispute has arisen in connection with these Conditions (**Issue**), then the parties must follow the procedure set out in this Condition 20 to resolve the Issue. In particular before commencing court proceedings the parties must first comply with Conditions 20.2 to 20.8.

### 20.2 Notice of an Issue

If a party considers there is an Issue, that party must give the other party notice of that Issue. The parties must then attempt to resolve the Issue.

### 20.3 Authorised Officers to meet

If the Issue remains unresolved for 14 days after a party receives the other party's notice of the Issue, then an Authorised officer from each party must meet at least two times at our office (or at another agreed location) to discuss and attempt to resolve the Issue in good faith. The meetings must take place between the Authorised Officers within 14 days following the issue being referred to the Authorised Officers.

### 20.4 Failure to agree

If the Issue remains unresolved for 60 days after the Issue was referred to the Authorised officers, or such longer period as the parties may agree, either party may refer the Issue to their respective Chief Executive Officers.

### 20.5 Referral to Chief Executive Officers

Each party's Chief Executive Officer or their nominee (**CEOs**) must then meet at our offices (or at another agreed location) within 14 days of the Issue being referred to the CEOs to discuss the Issue in good faith with a view to resolving the Issue.

### 20.6 Mediation

If the issue remains unresolved for 90 days after the parties' CEOs have met (or should have met) in accordance with Condition 20.5, then the parties agree that the issue will be referred to mediation, which mediation will be conducted in accordance with the then current rules of The



Institute of Arbitrators and Mediators Australia. The mediation will take place in Darwin, Northern Territory of Australia and each party will bear their own costs and expenses in respect to the mediation despite the outcome (including legal costs). However, despite any provision in the rules of The Institute of Arbitrators and Mediators Australia, a decision of the arbitrator or mediator will not in any way be binding on either party at any time unless it is agreed to be binding by the parties, and if no agreement is reached between the parties following mediation then they can subsequently institute legal proceedings in regard to the Issue, if required.

## **20.7 Aviation Charges and Government Mandated Charges**

If the Issue relates to the calculation and payment of Airport Charges or Government Mandated Charges, we agree that you do not have to pay the amount of any Airport Charges or Government Mandated Charges that are the subject of a bona fide dispute, unless and until and from such time as the Issue is resolved in accordance with this Condition. However, you must still pay any amount of Airport Charges or Government Mandated Charges which are not in dispute by their due date for payment.

## **20.8 Legal proceedings**

Nothing in this Condition 20 prevents either party from commencing legal proceedings for urgent interlocutory or temporary relief.

# **21. Confidentiality**

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- (a) Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party.
- (b) Each party undertakes to the other to keep confidential each other's Confidential Information. Both parties 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. To this end, each party must not, without the other party's prior written consent:
  - (i) 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; or
  - (ii) permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
  - (iii) 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 officers, employees, agents and contractors 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 officers, servants, agents, contractors or sub-contractors of either party.
- (c) Subject to Condition 21(d), either party may disclose the other party's Confidential Information to its employees, officers, agents and contractors in the course of their employment on a need to know basis or to its advisers in relation to its rights under these Conditions.
- (d) Nothing in these Conditions prohibits the use or disclosure of any Confidential Information to the extent that:
  - (i) 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

- (ii) it is required by law or the rules of a stock exchange; or
  - (iii) it is strictly and necessarily required in connection with legal proceedings relating to these Conditions; or
  - (iv) the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.
- (e) Both parties must ensure their respective employees, officers, contractors, agents and all other persons under their control or direction will comply with obligations similar to the obligations imposed on it under this Condition 21.
- (f) If either party's servants, officers, agents or contractors breach the confidentiality obligations contained in these Conditions it must immediately notify the other party of this in writing and, subject to this Condition, indemnify the other party for any direct loss and damage caused by such breach.
- (g) Each party acknowledges that a breach of this Condition 21 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.
- (h) The obligations under this Condition 21 survive expiry or termination of these Conditions.
- (i) Notwithstanding any other provision in these Conditions, we are entitled to disclose the following information:
- (i) annual total passenger numbers;
  - (ii) monthly total passenger numbers;
- to any person or government agency for the purpose of a tender, a renegotiation of contracts, or such other purpose deemed appropriate by us.

## 22. Goods and services tax (GST)

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- (a) Both parties agree and acknowledge that any consideration payable under these Conditions does not include GST.
- (b) Both parties agree that in the case of a Supply in connection with these Conditions which is a taxable Supply within the meaning of the GST Act, then any and all consideration payable to a party for that Supply will be increased by an amount equal to the GST payable on the Supply, calculated in accordance with the GST Act.
- (c) The party giving consideration for the Supply must pay the supplier an amount equal to any increase in consideration payable in respect of any taxable Supply following receipt of a Tax Invoice in relation to the Supply.
- (d) Any expression used that is also used in the GST Act shall have for the purposes of these Conditions the meaning used in or attributed to that expression by the GST Act.

## 23. Privacy and data protection

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- (a) This Condition will only apply to Personal Information we collect, use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.

- (b) We shall collect Personal Information from you in relation to your use of the Airport and our Facilities and Services, and in accordance with the *Airports Act*, *Trade Practices Act*, and the *Prices Surveillance Act*:
  - (i) for the purposes of the administration and operation of the Airport and for enforcement of these Conditions; and
  - (ii) for the purposes of disclosure to a third party for their use in the case of a sale, transfer or assignment of the whole, or part, of our business or undertaking or the whole or part of Airport assets and facilities; and
  - (iii) for the purpose of research by us or authorised third parties, statistical analysis by us, and for the purpose of marketing the Airport or other services offered by us to tenants, occupiers and users of our Airport.
- (c) By using our Facilities and Services, you consent to us using and disclosing your Personal Information for the purposes set out in Condition 23(b).
- (d) We shall ensure for the purposes of Conditions 23(b)(ii) and 23(b)(iii) any Personal Information disclosed will be de-identified, and disclosed as part of general information only. Such information will therefore not be identifiable as your Personal Information unless agreed otherwise by you.
- (e) In our collection, use and disclosure of your Personal Information we will:
  - (i) comply with the provisions of the Privacy Act 1988; and
  - (ii) take all reasonable steps to ensure that your Personal Information is protected from unauthorised use and disclosure.
- (f) Subject to the *Privacy Act*, your Personal Information may be accessed by you upon reasonable notice to us and upon the payment of our reasonable expenses relating to your access (eg photocopying charges). No application fee for access will be charged.
- (g) You must ensure that all your Personal Information provided to us is accurate, complete and up to date.
- (h) If you fail to provide to us with your Personal Information required by us, or you provide incomplete Personal Information, or fail to reasonably update our record of your Personal Information, we will send you a notice requesting the delivery of the Personal Information. Failure to deliver in accordance with the notice shall be an event of default under these Conditions and Condition 5.2 applies.
- (i) For further information in relation to our handling of your Personal Information, please see our Website.

## 24. Governing law

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These Conditions are governed by and construed in accordance with the relevant laws of both the Northern Territory and the Commonwealth of Australia.

## 25. User personnel

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- (a) We may require you to replace any staff members working at the airport in the event we determine their presence is not in the best interest of the Airport.
- (b) We must give you written notice of our requirement under Condition 25(a).

- (c) Following the receipt of a notice given under Condition 25(b), you have 48 hours in which to investigate the matter, and discuss it with us. This time period may be extended by us at our reasonable discretion.
- (d) This Condition does not entitle us to require you to terminate the employment or contract with any person, but we may restrict that person's access to the Airports.

## 26. Common User Conditions

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If you use the Common User Facilities at any of our Airports, you must comply with the Common User Conditions in Schedule 5.

# Schedule 1 - Definitions

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In these Conditions:

**ABN** means Australian Business Number in accordance with the definition located at s41 of the *New Tax System (Australian Business Number) Act 1999*.

**Advanced Purchase Discounts (APD)** means the rate of discounted landing charges for payment where payment occurs 12 months in advance.

**Aerobridge** means the aerobridge or aerobridges located at the Airport Terminals and used by you for Embarking Passengers and Disembarking Passengers, or Transit Passengers.

**Aerodrome Emergency Plan** means the document detailing the planning considerations for the efficient implementation of administrative processes to process casualties in the event of an aircraft accident or incident at the Airport. Same is located at the Airport, and a copy is available to users of the Airport on request.

**Aerodrome Emergency Procedures** means the document detailing those procedures in place from time to time for Airport staff and emergency agencies to follow in the event of an emergency arising. Same are located at the Airports, with copies being available to users of the Airports on request.

**Air Operator's Certificate** means the certificate of that name issued under Division 2 of Part 111 of the *Civil Aviation Act 1988*.

**Air Traffic Control** means any service provided by air traffic control which includes a traffic advisory service, traffic avoidance service, and traffic information.

**Aircraft Parking Charges (APC)** means parking charges not already covered by the General Landing Charges.

**Airline Operators Committee** means the committee of airline operators convened to operate from the Airport.

**Airport** or **Airports** mean Darwin International, Alice Springs and Tennant Creek Airports, in the Northern Territory of Australia, and includes all hangars, other buildings, roads and other areas and facilities within the boundaries of the Airports.

**Airport Services Charges (ASC)** means the charges for the use of the Airports' runways, taxiways and apron areas.

**Airports Environmental Strategy** means those strategies implemented by us from time to time in relation to the protection and preservation of the environment

**Airside Environmental Charges (AECS)** means Charges for cleaning up fuel and hydraulic spills or other airside equipment and infrastructure damage on the apron, taxiway and runways.

**Airside Escort Charges (AEC)** means Charges for escorting vehicles and personnel airside.

**Airports Operations Manual** means those manuals which are located on the Airport Operations Office, and available to users of the Airports on request.

**Airports Security Program** means that programme which has been put in place from time to time which is located at the Airport Operations Office, and available to DOTARS approved users of the Airport on request.

**Airport Development Group** or **ADG** means the Airport Development Group Proprietary Limited (ABN 77 081 422 915) being the owner of NTA and TCA.

**Airport Exercises** are mandatory exercises required to be done by the Operator from time to time to amongst other things test the ability of us, You, and any other parties to react to any emergency situation on the Airport.

**Airport Security Committee** means the committee convened for the purposes of administering Airport Security.

**Airport Terminal** means those buildings at each Airport known as the airport terminal buildings.

**ASA** means Alice Springs Airport Proprietary Limited (ABN 19 081 258 246) being the lessee and operator of Alice Springs Airport.

**ASIC** means Airport Security Identification Card

**Authorised Officer** means an individual with the appropriate authorisation from a party to bind that party to agreed obligations.

**Aviation Charges** means all of those Charges listed in Schedule 2 which are payable by you in consideration for your use of the Facilities and Services. As at the date of these Conditions the Aviation Charges payable are set out at Schedule 2.

**Aviation Infrastructure and Facilities Investments** means those projects at our Airport that we invest in to expand or improve Aviation Services including, but not limited to:

- (a) runways, taxiways and apron; or
- (b) aerobridges; or
- (c) terminal and other buildings; or
- (d) new developments (for example, New Large Aircraft (**LA**) works and major new ground transport infrastructure.

**Aviation Services** means those aircraft movement facilities and activities and passenger processing facilities and activities set out in Schedule 4 but excludes:

- (a) services provided by us to commercial ground transport operators, fuel companies and fuel suppliers; and
- (b) those services set out in Condition 2.4.

**BHS** means the physical baggage handling system which transports baggage from some Counters along conveyor belts to the laterals (as more particularly described in Schedule 5) but does not include the transport of baggage from the laterals to aircraft.

**Bank Guarantee** means an unconditional undertaking by an Australian bank on terms acceptable to us to pay the amount of the bank guarantee on demand.

**Bond** means monetary security to be provided in accordance with Condition 10

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the Northern Territory.

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

**Certificate of Registration** means for an aircraft the certificate of registration issued by the Civil Aviation Safety Authority under the Civil Aviation Regulations; or for foreign aircraft this means the registration of the aircraft on a national register of aircraft other than the Australian Register of Aircraft.

**Charges** means amounts payable pursuant to these Conditions.

**Charter Operations** means any charter operations for transporting people and or goods which are not available to the general public without prior arrangement.

**Common Traffic Advisory Frequency** means an air traffic frequency at which a mandatory aircraft radio call is made to pilots of other adjacent aircraft in uncontrolled airspace advising of the pilot's intentions.

**Common User Conditions** means the conditions in Schedule 5.

**Common User Facilities** includes the Aerobridge, the BHS, the Counters, the Departure/Arrival Equipment, the FIDS, Our Equipment, and the PA System, which Common User Facilities form part of the Facilities and Services provided by us.

**Conditions** means as defined in Condition 2.

**Confidential Information** means all information relating to or developed in connection with or in support of either party's business disclosed or otherwise provided by one party to the other or otherwise obtained by either party which:

- (a) is not trivial in character; or
- (b) is not generally available to the public; or
- (c) if generally available to the public, so became available to the public as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence on the part of the other party.

**Counter** means those counters in the Airport Terminal used for but not limited to the check in, service and sale Counters for use by your customers.

**Counter Equipment** means the equipment at each Counter which is not owned by us.

**Day** means a period of 24 hours commencing at midnight.

**Departure/Arrival Equipment** means for the Terminal the Aerobridge, the nose-in guidance equipment and departure gate Counters.

**DIA** means Darwin International Airport Proprietary Limited (ABN 87 081 258 157) being the lessee and operator of Darwin International Airport.

**Disembarking Passengers** means all passengers on board an arriving aircraft. This includes Transit Passengers, Transfer Passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.

**DOTARS** means the Commonwealth Department of Transport and Regional Services.

**Domestic** means any aircraft or passenger from origin or destination within Australia.

**Domestic-On-Carriage** means a passenger on an International flight who travels from one Australian port to another.

**Embarking Passengers** means all passengers on board a departing aircraft. This includes Transit Passengers, Transfer Passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.

**ERSA** means En Route Supplement Australia.

**Facilities and Services** means all or any part of our aircraft landing, take-off, movement and parking facilities (including but not limited to the runways and taxi-ways), the Passenger processing facilities and services, and includes the Aviation Services, the Common User Facilities, and any other part of our Airports generally.

**FIDS** means flight information display systems.

**Financier** means the CBA and other parties who provide debt facility to NT Airports.

**General Airport Services** means those services and facilities that we provide to users of Darwin International Airport, Alice Springs Airport and Tennant Creek Airport that are neither Aviation Services nor Government Mandated Services but include those services which are generally provided to airlines and aircraft operators at airports such as airline offices, passenger lounges, landside storage areas within terminal areas, staff car parking and leased sites and buildings for office, freight, aircraft maintenance, catering and similar services.

**General Aviation Operations** means any light aircraft operations, other than Domestic or International operations, RPT Operations, Regional Operations or Charter Operations.

**General Landing Charges (GLC)** means Charges for general aviation operations calculated by a dollar amount multiplied by MTOW.

**Glider** means a non-power driven aircraft or any aircraft normally described as a powered glider.

**Government Mandated Charges** means those charges levied by us and payable by you in accordance with these Conditions, in accordance with Commonwealth Government, Ministerial or DOTARS direction, and legislation.

**Government Mandated Costs** means those costs incurred by us for providing to you the Government Mandated Services which are permitted to be passed through to airport users pursuant to a direction by the Minister.

**Government Mandated Services** means those services which we provide to you which are mandated by the Commonwealth Government (in applicable legislation and Ministerial or DOTARS directions) or other lawful authority (including DOTARS) which include, but are not limited to, the services set out at Condition 8.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time.

**GST** means any tax imposed on a Supply by or through the *A New Tax System (Goods and Services Tax) Act 1999* and any successor of the GST Act.

**Infant** means a child under two (2) years of age who has not paid to occupy a seat on an aircraft.

**Interest Rate** means a rate of interest per year, which is 1.5% per calendar month.

**International** means any aircraft or passenger arrived at the Airport from an origin other than Australia, or is departing to a destination that is not located in Australia, and also such passengers or aircraft in transit through the Airport en-route to or from an International port.

**Legislation** includes all Commonwealth and Northern Territory Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or aircraft using it.

**Liquids, Aerosols And Gels Charge (LAGS)** means Charges applied for the screening of liquids, aerosols and gels incurred in processing International Embarking Passengers (resulting from the Commonwealth government's requirements from 31 March 2007).

**Major User** means:

- (a) the airline or aircraft operators that are the major users of our airports and together constitute at least 50% of the Aviation Charges revenue for our airport (including Qantas Airways Ltd and Virgin Blue Airlines Pty Ltd);



- (b) the Board of Airline Representatives of Australia Inc representing airlines or aircraft operators using our Airports (or any replacement body for our organisation); and
- (c) the Airline Operators Committee representing airlines or aircraft operators using our Airports or any replacement body or organisation.

**Military Landing Charges (MLC)** means Charges attracted by military operations of a commercial nature.

**Minimum Cleaning Charges (MCC)** means the minimum Charges applied for airside cleanup which may include Airside Environmental Charges.

**MTOW** means the maximum take-off weight for an aircraft as specified by the manufacturer.

**NOTAM** means Notice to Airmen.

**NTA** means Northern Territory Airports Proprietary Limited (ABN 83 081 258 139) being the owner of ASA and DIA.

**Operating Crew** means your employees operating as flight or cabin crew on an arriving or departing aircraft.

**Operator of the aircraft** means the person by whom, or on whose behalf, the aircraft is operated or otherwise used at the Airport.

**Our Equipment** means any equipment (including without limitation the Counters) supplied by us under these Conditions but does not include any Counter Equipment or the terminal equipment supplied by the airline or aircraft operator.

**PA system** means our public address system throughout our Airport Terminal buildings.

**Passenger** means all persons on board an aircraft including persons travelling on points redemption bookings through frequent flyer programmes, transit travellers, and airline staff travelling on concessional fares, but excludes non-revenue travellers such as crew and infants.

**Passenger Facilitation Charge (PFC)** means the charge for the use of terminal building facilities and services, incurred in processing Domestic, International, military and other Passengers.

**Performance Measures** means the areas of Airport Facilities and Aviation Services that we measure our performance against. Our Performance Measures are in accordance with our legislative obligations as detailed in the annual Australian Competition and Consumer Commission's Regulatory Report for Quality of Service Monitoring.

**Person** includes a corporation or other organisation or enterprise.

**Personal Information** means information about an individual whose identity is apparent or can reasonably be ascertained from that information.

**Positioning Crew** means your flight and cabin crew, other than the Operating Crew, arriving into, or departing from the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.

**Regional Operations** means any flying operations within the Northern Territory, or to regions close to the Northern Territory, and may include RPT Operations.

**Registered** in relation to an aircraft means that the aircraft has a Certificate of Registration.

**RPT Operations or Regular Public Transport Operations** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis, and includes any such services that may be diverted from another airport to our Airports.

**Rotary Wing Charges (RWC)** means landing Charges for non-fixed wing aircraft.

**Safety and Security Charges (SSC)** means Government mandated Charges relating to aviation security arrangements.

**Security Restricted Area** means all areas which are airside of the security fences on the Airports.

**Supply** is to be given the meaning it bears in the GST Act.

**Tax invoice** shall mean such document as prescribed by the GST Act which contains the information relating to a taxable supply required by the GST Act.

**TCA** means Tennant Creek Airport Proprietary Limited (ABN 42 081 258 344) being the lessee and operator of Tennant Creek Airport.

**Transfer Passengers** means a passenger who connects from one International flight to another without being processed by the Australian Customs Service at the Airport.

**Transit Passengers** means a passenger who continues their journey on a flight having the same flight number as the flight on which they arrived.

**Ultra-light / Glider Charges (UGC)** means landing Charges applicable to low weight aircraft.

**Use** means use of any of our Facilities and Services including but not limited to aircraft landing, taking off, taxiing or parking, or discharging or taking on passengers or cargo.

**Website** means the Northern Territory Airports' website [www.ntapl.com.au](http://www.ntapl.com.au).

**We** or **us** or **Operator** or **our** means ASA, DIA, TCA, NTA and ADG, and includes our officers, employees, agents and the operator for the time being at each Airport.

**You** or **your** means:

- (a) in the case of RPT aircraft, the holder of the Air Operator's Certificate at the time our Facilities and Services at the Airport/s are used;
- (b) where the aircraft is registered, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport/s are used;
- (c) where the aircraft is not registered, the person who we reasonably believe is the owner or operator of the aircraft; and
- (d) where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor (**administrator**) is appointed in respect of a person liable for Charges the administrator is jointly and individually liable with that person or that person's estate for all Charges in respect of each use which occurs during the period of the administrator's appointment.

# Schedule 2 - Aviation Charges

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The following Charges as varied from time to time apply for the use of our Facilities and Services. The following Charges are defined in Schedule 1 and their application is detailed below.

- **PASSENGER FACILITIES CHARGES (PFC)**

This Charge applies to all Embarking Passengers and Disembarking Passengers (excluding Transit Passengers) on scheduled RPT Operations and other aircraft using our Airport Terminals unless other arrangements are agreed in writing:

- (i) **Alice Springs**

Financial Year

06/07: \$5.44 per head (all arriving and departing passengers) plus GST

07/08: \$5.57 per head (all arriving and departing passengers) plus GST

08/09: \$5.71 per head (all arriving and departing passengers) plus GST

09/10: \$5.99 per head (all arriving and departing passengers) plus GST

- (ii) **Darwin International**

Financial Year

06/07: \$6.73 per head (all arriving and departing passengers) plus GST

07/08: \$6.90 per head (all arriving and departing passengers) plus GST

08/09: \$7.07 per head (all arriving and departing passengers) plus GST

09/10: \$7.42 per head (all arriving and departing passengers) plus GST

- (iii) **Tennant Creek**

Nil

- **AIRPORT SERVICES CHARGES (ASC)**

This Charge applies to all Embarking Passengers and Disembarking Passengers (excluding Transit Passengers) on scheduled RPT and other aircraft using our Airport Terminals unless other arrangements are agreed in writing:

- (i) **Alice Springs**

Financial Year

06/07: \$6.61 per head (all arriving and departing passengers) plus GST

07/08: \$6.78 per head (all arriving and departing passengers) plus GST

08/09: \$6.94 per head (all arriving and departing passengers) plus GST

09/10: \$7.28 per head (all arriving and departing passengers) plus GST

- (ii) **Darwin International**

Financial Year

06/07: \$6.37 per head (all arriving and departing passengers) plus GST

07/08: \$6.52 per head (all arriving and departing passengers) plus GST

08/09: \$6.69 per head (all arriving and departing passengers) plus GST

09/10: \$7.02 per head (all arriving and departing passengers) plus GST

(iii) **Tennant Creek**

\$18.00 per head (all Passengers) plus GST

• **GENERAL LANDING CHARGES (GLC)**

This Charge applies to all civil aircraft operations at our Airports except where the ASC applies, or unless other arrangements are agreed in writing (note the minimum charge/value is \$20.00 per monthly billing cycle):

(i) **Alice Springs**

\$20.50 per tonne MTOW plus GST

(ii) **Darwin International**

\$20.50 per tonne MTOW plus GST

(iii) **Tennant Creek**

\$23.00 per tonne MTOW plus GST

(iv) **All Airports - training exercises and aircraft maintenance aerodrome circuits**

Despite the above General Landing Charges, all aircraft involved in flight training or aircraft maintenance aerodrome circuits will be charged the GLC for the first hour, and for each hour thereafter based on the GLC calculations above, as opposed to a charge for each landing.

• **MILITARY LANDING CHARGES (MLC)**

This Charge applies to all military aircraft operations at the Airports except where an ASC or GLC applies, or unless other arrangements are agreed in writing.

(i) **Alice Springs**

As negotiated by the *Australian Airports Association* from time to time.

(ii) **Darwin International**

Not applicable however where civil facilities are used normal Aviation Charges apply.

(iii) **Tennant Creek**

As negotiated by the *Australian Airports Association* from time to time.

• **SAFETY & SECURITY CHARGE (SSC)**

This Charge applies to all Embarking Passengers (excluding transit passengers) on aircraft using the Security Restricted Area unless other arrangements are agreed in writing:

(i) **Alice Springs**

From 1 July 2007 to 31 November 2007 - \$4.39 plus GST per departing passenger

From 1 December 2007 to 30 June 2008 - \$13.53 plus GST per departing passenger

From 1 July 2008 to 30 June 2009 - \$13.00 plus GST per departing passenger

From 1 July 2009 - \$13.00 plus GST per departing passenger

(ii) **Darwin**

From 1 July 2007 to 31 November 2007 - \$10.08 plus GST per departing passenger

From 1 December 2007 to 30 June 2008 - \$9.87 plus GST per departing passenger

From 1 July 2008 to 30 June 2009 - \$9.87 plus GST per departing passenger

From 1 July 2009 - \$9.87 plus GST per departing passenger

(iii) **Tennant Creek**

\$0.00 plus GST

• ***AIRCRAFT PARKING CHARGES (APC)***

This parking Charge does not apply where the aircraft is parked at the Airport for less than 30 days and no landing activity has occurred or the aircraft is parked in a leased or licensed area.

(i) **Alice Springs**

\$2.75 plus GST per tonne MTOW per additional day

(ii) **Darwin**

\$2.75 plus GST per tonne MTOW per additional day

(iii) **Tennant Creek**

\$2.75 plus GST per tonne MTOW per additional day

• ***ADVANCED PURCHASE DISCOUNTS (APD)***

This Charge replaces the General Landing Charge and is available only to non-RPT aircraft less than 10,000 kg MTOW using an ADG Airport and is valid for the Airport of purchase only. Quotes for 6 and 12 monthly blocks expiring on 30 June and 31 December in each year will be provided on request. Approval will be subject to various conditions which will be detailed in a letter of offer should the quote be acceptable to you.

(i) **Alice Springs**

From \$2,567.50 including GST per 6 months to \$3,029.65 including GST per year for each tonne MTOW, a further discount may be available where an aircraft is parked exclusively on a licensed parking area.

(ii) **Darwin International**

From \$2,567.50 including GST per 6 months to \$3,029.65 including GST per year for each tonne MTOW, a further discount may be available where an aircraft is parked exclusively on a licensed parking area.

(iii) **Tennant Creek**

From \$2,775.00 including GST per 6 months to \$3,500.00 including GST per year for each tonne MTOW, a further discount may be available where an aircraft is parked exclusively on a licensed parking area.

• ***ROTARY WING CHARGES (RWC)***

No concessions are given for rotary wing operations

- ***ULTRA-LIGHT/GLIDER CHARGES (UGC)***

No concessions are given for Glider operations

- ***AIRSIDE ESCORT CHARGES (AEC)***

This Charge applies to all vehicles or activities operating on the Airport requiring supervision.

- (i) **Alice Springs**

\$60 plus GST per hour calculated in hourly increments

- (ii) **Darwin International**

\$60 plus GST per hour calculated in hourly increments

- (iii) **Tennant Creek**

\$60 plus GST per hour calculated in hourly increments

- ***AIRSIDE ENVIRONMENTAL CHARGES (AECS)***

Where aircraft operators are responsible and do not complete their own clean up to the Operator's satisfaction, we will clean up any fuel or oil spills at the following rates. This Charge applies only to clean up of fuel and oil spills on the Airport.

- (i) **Alice Springs**

\$70 plus GST per hour calculated in hourly increments plus cost of materials used and disposal of waste.

- (ii) **Darwin International**

\$70 plus GST per hour calculated in hourly increments plus cost of materials used and disposal of waste.

- (iii) **Tennant Creek**

\$70 plus GST per hour calculated in hourly increments plus cost of materials used and disposal of waste.

- ***MINIMUM CLEANUP CHARGES (MCC)***

- (i) **Alice Springs**

Minimum invoice value is \$20 plus GST

- (ii) **Darwin International**

Minimum invoice value is \$20 plus GST

- (iii) **Tennant Creek**

Minimum invoice value is \$20 plus GST

- ***LIQUIDS, AEROSOLS AND GELS CHARGE (LAGS)***

LAGS applies to all International Embarking Passengers (excluding transit passengers) on aircraft, unless other arrangements are agreed in writing:

- (i) **Alice Springs**

Nil

(ii) **Darwin International**

From 1 July 2007 to 31 November 2007 - Nil

From 1 December 2007 to 30 June 2008 - \$8.17 plus GST per International Embarking Passenger

From 1 July 2008 to 31 December 2008 - \$6.40 plus GST per International Embarking Passenger

From 1 January 2009 to 30 June 2009 - \$3.81 plus GST per International Embarking Passenger

From 1 July 2009 to 30 June 2010 - \$3.37 plus GST per International Embarking Passenger

(iii) **Tennant Creek**

Nil

# Schedule 3 - Power of Sale

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- (a) If we exercise our power of sale under these Conditions, we may sell or agree to sell your aircraft on the Airport (and any of its parts or accessories) or any other property of yours on the Airport, on the terms and conditions as we think fit. Such conditions will include but are not limited to the following:
  - (i) the sale may be by public auction, private treaty or by tender, of cash or on credit;
  - (ii) the sale may be for a price or prices, and any price or prices may be less than market value;
  - (iii) the sale may be with or without special provisions about payment time, or means of payment; and
  - (iv) the sale may allow the purchaser to secure the payment of the purchase price by other security, or without security, and on such other terms as we may agree, without us being responsible for loss.
- (b) We may engage or employ anyone in connection with the marketing for sale of your aircraft or any other property as we see fit.
- (c) We may enter into, rescind or vary any contract of sale, and resell without being responsible for loss the aircraft or the other property, and execute all documents in relation to the aircraft or the property being sold in your name and on your behalf.
- (d) We may do anything to complete any sale which we consider desirable and set aside from the proceeds of the sale any amount which we consider desirable to meet future claims until the possibility of claims being made has ended.
- (e) Without limiting any other provisions of this schedule 3, in consideration of our allowing you or your aircraft to use the Airport and the Facilities and Services, you irrevocably appoint us severally as your attorney for the purposes of exercising our rights under this schedule including selling or transferring the aircraft (and any of its parts or accessories or other property of yours at the Airport).
- (f) We will apply the proceeds of a sale as follows:
  - (i) in reimbursing ourselves for any costs associated with the sale;
  - (ii) in or towards the satisfaction of any outstanding Charges; and
  - (iii) if there remains any surplus, in paying to you or anyone else nominated by you.
- (g) If the proceeds of sale are less than the amount you owe us, the outstanding balance remains owing by you, and all of our rights against you remain unaffected.
- (h) No one dealing with us on a sale of any aircraft (or any of the parts or accessories) or other property of yours under these conditions is bound to inquire what our rights and powers to deal in that way are or whether these rights or powers have been properly or regularly exercised.



# Schedule 4 - Aviation Services

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- **Aircraft movement facilities and activities** means any of the following:
  - (a) airside grounds, runways, taxiways and aprons; and
  - (b) airfield lighting, airside roads and airside lighting; and
  - (c) airside safety; and
  - (d) nose-in guidance; and
  - (e) aircraft parking; and
  - (f) visual navigation aids; and
  - (g) aircraft refuelling services.
  
- **Passenger processing facilities and activities** means any of the following:
  - (a) forward airline support area services; and
  - (b) aerobridges and airside buses; and
  - (c) departure lounges and holding lounges (but excluding commercially important persons lounges); and
  - (d) immigration and customs service areas; and
  - (e) security systems and services (including closed circuit surveillance systems); and
  - (f) baggage make up, handling and reclaim; and
  - (g) public areas in terminals, public amenities, and public lifts, escalators and moving walkways; and
  - (h) flight information display systems.

# Schedule 5 - Common User Conditions

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This Schedule 5 applies to the use of the Common User Facilities at the Airport Terminals.

## 1. Check-in, service and other Counters

### 1.1 Counters

- (a) Each check-in Counter at the Airport Terminal is equipped with:
  - (i) weighing scales; and
  - (ii) PA System.
- (b) We will allocate the Counter to you in accordance with our allocation rules as specified and defined in our licence agreements with each operator.
- (c) When you are occupying any check-in Counter you may also occupy a service Counter.

### 1.2 User of Counters

#### *Cleanliness of Counters*

- (a) You must leave each Counter and the immediate area surrounding it in a tidy condition. You must remove your own 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. If you do not comply with these requirements to our reasonable satisfaction, we will clean the Counter and surrounding area at your cost.

#### *Security of Counter*

- (b) You must take all reasonable precautions when using each Counter to prevent unauthorised entry into the Counter area and the BHS.

#### *Leaving a Counter*

- (c) When leaving a Counter, whether temporarily or at the end of your use, you must leave each Counter in a secure condition. Your last employee or agent at a Counter must ensure that the baggage system is switched off, that all your Counters are logged off, and that the security barriers over the weigh scale and between the Counters are closed.

### 1.3 Ownership of Counter Position Equipment

#### *Owner of Counter Equipment*

- (a) The Counter Equipment, other than Our Equipment and other equipment we own, remains the property of the owner of that equipment or the person entitled to ownership of that equipment under any agreement to the contrary between the airline and the supplier.

#### *Other equipment we own*

- (b) The Counters and other equipment provided by us remain our property.

#### *No parting with possession of equipment we own*

- (c) You must not part with possession or control of Our Equipment unless we ask you to in writing.

## **2. Baggage handling system (BHS) conditions**

### **2.1 BHS equipment**

We will provide the BHS for Domestic and International operations, Regional Operations, Charter Operations and General Aviation Operations, and will allocate the same in accordance with licensing arrangements as appropriate

## **3. Aerobridges and departure gate Counter conditions**

### **3.1 Allocation of Departure/Arrival Equipment**

We will allocate the use of the Departure/Arrival Equipment to you in accordance with our allocation rules and these Conditions. The allocation of the specific locations will be in our absolute discretion to achieve efficient operation of our Airports.

### **3.2 Use of Departure/Arrival Equipment**

#### *Care of Departure/Arrival Equipment*

- (a) You must take proper care of the Departure/Arrival Equipment and follow our reasonable directions for its use.

#### *Training of your personnel*

- (b) You must ensure that your staff operating the Departure/Arrival Equipment are trained to operate it safely and in a manner to avoid damage to it, to other property and to persons.

#### *Departure/Arrival Equipment to be operated by qualified personnel*

- (c) You must ensure that the Aerobridge is only operated by persons trained to operate it. You must accept responsibility for the training of your staff in the use of Departure/Arrival Equipment.

#### *Damage to Departure/Arrival Equipment*

- (d) Except where there is a malfunction in the Departure/Arrival Equipment caused by our negligent act (and only to that extent), you indemnify us for any damage to the Departure/Arrival Equipment caused by your negligent act or omission in operating the Departure/Arrival Equipment or in conducting your activities at the Airports.

#### *Cleaning of Departure/Arrival Equipment areas*

- (e) You must leave the area surrounding the Departure/Arrival Equipment in a tidy condition. If you do not, we will clean the area at your cost.

## **4. FIDS and PA system conditions**

### **4.1 FIDS**

We will provide the FIDS core system that provides the information display systems including the central database, the distribution system and the display devices in public areas.

### **4.2 FIDS information**

#### *Accurate information on FIDS*

- (a) You must ensure that the information displayed on FIDS is current and accurate.

#### *FIDS information is confidential*

- (b) The information on FIDS is confidential information. You must not give any other airlines information on FIDS to anyone else without our prior written consent other than information displayed in a public area.

*Your warranty in relation to FIDS information*

- (c) The necessary data to generate your logo and other material in FIDS remains your property.
- (d) You warrant that you hold copyright in that logo and that your use of the logo and other material does not breach anyone else's copyright or other intellectual property right.
- (e) We must not give that logo to anyone else without your written consent.

### **4.3 Provision of additional aids**

We may install additional FIDS display panels to private areas nominated by you provided you pay an agreed amount to cover the cost of installing the connection and the cost of the display devices.

### **4.4 PA System**

*We will provide you with a PA system*

- (a) We will provide a PA system throughout the Airport Terminal. You must comply with our reasonable directions concerning the use of the PA system.

*Your use of the PA system*

- (b) You must act reasonably in the use of the PA system and, without limitation, you must restrict your announcements to whatever is operationally required.

## **5. General Common User Conditions**

### **5.1 Repair and maintenance**

*Your obligations*

- (a) You must pay us for any repairs to, and maintenance of, the Common User Facilities or any other property caused by the neglect, misuse or damage by you, your employees, agents or contractors.

*Our obligations*

- (b) We must repair and maintain the Common User Facilities at our own expense in circumstances other than set out in Common User Condition 5.2 below.

*Responsibility for employees and agents*

- (c) You are responsible for the conduct of your employees and agents. You must ensure they observe these Common User Conditions and the Conditions generally.

### **5.2 Use of Our Equipment**

*Proper care*

- (a) You must take proper care of Our Equipment and follow our reasonable directions for its use.

*Repair of Our Equipment*

- (b) You must tell us immediately if any of Our Equipment is not working or has been damaged. We will repair Our Equipment as quickly as practicable. You must not allow any person except our employees, contractors or agents to repair Our Equipment.

*Access to carry out repairs*

- (c) You must give us reasonable access to inspect and to repair Our Equipment.

### **5.3 Termination of your right to use Counters and BHS**

- (a) We may terminate your right to use the Counters and the BHS immediately:
  - (i) by giving you written notice if you omit or fail to observe any of these Common User Conditions, and you do not remedy the breach within 14 days of receiving a written notice from us to do so; or
  - (ii) when you cease to conduct or provide regular passenger air services at our Airports.
- (b) If your right to use Counters and the BHS ceases, or if we have terminated your right, you must immediately pay to us any amounts outstanding for Charges payable under these Conditions, which includes Charges payable under these Common User Conditions.

### **5.4 Handling agents**

*No inconsistent agreements with handling agents*

- (a) Where you have an agreement with a handling agent, the terms of that agreement must not be inconsistent with any of these Common User Conditions.

*Handling agent to know about these conditions*

- (b) You must inform the handling agent of your obligations under these Common User Conditions.

*Invoicing the charges*

- (c) We may send our invoices for the Charges payable under these Common User Conditions or the Conditions generally directly to your handling agent. You acknowledge that despite this you are the person responsible for payment of the Charges in accordance with the terms of our invoice.

### **5.5 Act, regulations and rules**

*Our obligations under the Airports Act 1996 (Cth)*

- (a) You accept that we are responsible for administering and operating the Airport in accordance with the *Airports Act 1996* and the *Airports (Transitional) Act 1996* and the regulations made under or by virtue of those Acts.

*No interference from you*

- (b) You must ensure that your employees, contractors and agents do nothing to prevent us from observing our obligations under these Acts and any by -laws made under those Acts and to indemnify us against any claim if they do.

*Our rules*

- (c) You agree that we can make rules for the day to day operation of our Airports that will bind you. You and your employees and agents must comply with those rules at all times.

### **5.6 Air Navigation Regulations**

You and we acknowledge that all carriers are required to operate in accordance with, without limitation, the *Air Navigation Regulations* and all other applicable Australian laws and International instruments.

## **5.7 Prohibition on conducting unaccompanied baggage operations**

You must not use any Counter or the BHS to accept from any person baggage or cargo for transportation and distribution baggage which is being sent as unaccompanied baggage or cargo.

## **5.8 Termination under the *Airports Act 1996 (Cth)***

*Requirements of the Airports Act 1996 (Cth)*

In accordance with the *Airport's Act 1996 (Cth)*, any licence or rights granted under these Common User Conditions will terminate automatically upon the creation of an interest in these Common User Conditions or the Conditions generally in favour of a person that is, either alone or with one or more associates, in a position to exercise control over either or both of:

- (a) the operation of the whole, or a substantial part of, the Airports; or
- (b) the direction to be taken in the development of the whole, or a substantial part of, our Airports.

# Signing page

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**EXECUTED** as an agreement.

**SIGNED** for and on behalf of **Us** by **RICHARD IAN KEW** pursuant to registered power of attorney number 344020 / 344021 / 344022  
*(strike out the inapplicable - refer below)*

\_\_\_\_\_  
Signature of **Richard Ian Kew** ←

\_\_\_\_\_  
Signature of Witness ←

\_\_\_\_\_  
Name of Witness (print)

*(Power of Attorney numbers: DIA - 344020, ASA - 344021, TCA - 344022)*

**Executed by [Name of Company]**

\_\_\_\_\_  
Signature of director ←

\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable) ←

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

**Signed by [name of signatory]** in the presence of

\_\_\_\_\_  
Signature of witness ←

\_\_\_\_\_  
**[name of signatory]** ←

\_\_\_\_\_  
Name of witness (print)