

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Details

**Interpretation** – definitions are at the end of the standard conditions

<b>Parties</b>	<b>We, Us Our and You, Your</b>	
<b>We, Us, Our</b>	Name	<b>Brisbane Airport Corporation Pty Limited</b>
	ABN	54 076 870 650
	Address	11 The Circuit, Brisbane Airport, Queensland
	Telephone	+61 7 3406 3000
	Fax	+61 7 3406 3111
	Attention	Company Secretary
<b>You, Your (Airline or Aircraft Operator)</b>		
<b>Background</b>	<b>A</b>	We are the airport lessee company and operator of Brisbane Airport under a 50 year lease (plus a 49 year option) granted by the Commonwealth commencing 2 July 1997 (" <b>Airport Lease</b> ").
	<b>B</b>	We agree to supply Aviation Services and Government Mandated Services to you on the terms of these standard conditions.
	<b>C</b>	In consideration of the supply of the services described in Recital B, you agree to pay the Aviation Charges and to otherwise comply with your obligations under these standard conditions.
	<b>D</b>	This agreement is in 2 parts: (a) General Conditions; (b) Conditions specific to the Terminals, Aprons & Related Infrastructure.
<b>Governing law</b>	Queensland	
<b>Start Date</b>	1 September 2012	

# Standard Conditions

## Part 1 – General conditions

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### **1 About these standard conditions and Brisbane Airport**

#### **1.1 Users of Brisbane Airport**

All airlines and aircraft operators who use the Terminals, Aprons & Related Infrastructure at Brisbane Airport on or after the Start Date are subject to these standard conditions unless we have agreed different conditions with you.

Subject to clause 1.6 and despite the fact that you may not sign these standard conditions, if you use Brisbane Airport on or after the Start Date you will be bound by:

- (a) these standard conditions in relation to your use of the Terminals, Aprons & Related Infrastructure; and
- (b) the Aviation Services & Charges Agreement – Runway System in relation to your use of the Runway System; and
- (c) all of our rules and reasonable directions.

#### **1.2 Facilities and Services at Brisbane Airport**

We agree to supply Aviation Services and Government Mandated Services to you subject to clauses 1.4 and 1.5.

We will agree to supply Aviation Services and Government Mandated Services to you:

- (a) in accordance with:
  - (i) these terms and conditions; and
  - (ii) all applicable laws and regulations; and
  - (iii) any and all service levels in the form of Service Level Commitments or, in the case of Government Mandated Services, as required by DIT or any other relevant statutory or regulatory authority; and
- (b) with all due care and skill; and
- (c) otherwise in a manner consistent with world's best practice for a leading domestic and international airport.

### **1.3 What these standard conditions cover**

These standard conditions cover the provision of, and the recovery of costs and charges for, Aviation Services and Government Mandated Services.

We will recover:

- (a) the costs and charges for the provision of Aviation Services through payment by you of the Aviation Charges; and
- (b) the costs and charges for the provision of the Government Mandated Services through payment by you of the Government Mandated Charges.

### **1.4 What these standard conditions do not cover**

These standard conditions do not cover the provision of General Airport Services provided by us or the recovery of our costs and charges for the provision by us of these services. General Airport Services are available for use from us on separate commercial terms and commercial rates that will be negotiated between you and us.

### **1.5 Exclusions to Aviation Services**

For the avoidance of doubt, Aviation Services do not include the following services at Brisbane Airport:

- (a) terminal navigation services; or
- (b) rescue and fire fighting services; or
- (c) en-route services; or
- (d) meteorological services; or
- (e) engineering services ; or
- (f) airside bussing.

Upon your request we can provide you with a list of contractors and service agents that are currently licensed by us to provide these services at Brisbane Airport.

*Note: You should also refer to Schedule 1 for a list of Aviation Services and other exclusions.
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### **1.6 Notification of these standard conditions**

We will take all reasonable steps to notify you of these standard conditions before the Start Date. However, if after the Start Date you use Brisbane Airport without being notified of these standard conditions, the onus is on you to view them at our Web Site as soon as practicable following your first use of Brisbane Airport after the Start Date.

If you use Brisbane Airport after the Start Date, then this will constitute acceptance by you of these standard conditions. As these standard conditions may be amended from time to time, the onus is on you to check our Web Site at regular intervals to see if the standard conditions have been amended.

### **1.7 Payment of Aviation Charges and Government Mandated Charges**

Despite anything set out in clause 1.1 and 1.6, if you use Brisbane Airport on or after the Start Date, you will be liable to pay the Aviation Charges and Government Mandated Charges to us, whether or not you have received notification of these standard conditions before you use Brisbane Airport.

### **1.8 Changing these standard conditions**

Subject to clauses 1.9 and 1.10, we may change these standard conditions at any time, except for the standard conditions relating to Aviation Charges which can only be made in accordance with clause 21.

### **1.9 Changes to these standard conditions**

We may, from time to time, change these standard conditions whenever we consider it necessary to do so. For example, if there is a change in law, or some other event or circumstance which affects our ability to provide the Aviation Services or Government Mandated Services to you (or the cost of doing so), we may make amendments to these standard conditions.

If you are a Major User of Brisbane Airport and we want to make changes to these standard conditions, we will:

- (a) notify you by e-mail or other means of a proposed change to these standard conditions and where it is practical to do so, we will notify you at least 90 days before the change is to take effect; and
- (b) consult with you, and negotiate in good faith with you, the proposed change to these standard conditions during the period of notice; and
- (c) as soon as practicable after consulting with you, notify you by e-mail or other means of the changes to these standard conditions. We will also publish the changes on the Web Site.

If you are not a Major User of Brisbane Airport, we will give you notice of any changes to these standard conditions by e-mail or other means.

For all users of Brisbane Airport, if you continue to use Brisbane Airport after we have notified you of the changes, this will constitute acceptance by you of the changes to these standard conditions.

### **1.10 Changes to Government Mandated Charges**

We incur Government Mandated Costs because of requirements imposed on us by the Commonwealth Government. Any of the following may change at any time:

- (a) the security level, and therefore the level of Government Mandated Services we must provide at Brisbane Airport; and
- (b) the amount of Government Mandated Costs we must incur in providing Government Mandated Services at Brisbane Airport; and
- (c) the basis upon which Government Mandated Costs are payable by us.

If this happens, we will change the Government Mandated Charges to reflect any increase or decrease to the cost to us and will notify you by e-mail or other means of any changes to the Government Mandated Charges. We will manage Government Mandated Charges and Government Mandated Services in accordance with clause 9.

### **1.11 Access to Brisbane Airport**

We will provide access to Brisbane Airport to you as described in these standard conditions and in accordance with the law.

Generally, in providing you with access we will take reasonable steps to apply the following guidelines:

- (a) we will provide access to Brisbane Airport to you and other prospective users on reasonable terms, including these standard conditions (as they are changed from time to time in accordance with these standard conditions); and
- (b) we will provide to you and other prospective users of Brisbane Airport information that will enable these persons to identify and negotiate with us the timing of access, service levels relating to such access, cost of access and other commercial terms of access to prepare an application or proposal for access.

We want to encourage and support access by third parties to Brisbane Airport provided that such access does not in any way compromise the safe and secure operation of Brisbane Airport and such access is consistent with our current and future planning, in particular, our approved Airport Master Plan (approved from time to time by the relevant Minister under the Airports Act 1996 (Cth)).

### **1.12 We may restrict and/or prohibit your use of Brisbane Airport**

We may:

- (a) restrict and/or prohibit any person from using Brisbane Airport; or

- (b) place conditions on the way in which you use Brisbane Airport,

but in so doing we will observe the provisions of Part 13 of the Airports Act 1996 (Cth) as that relates to access to Brisbane Airport, the obligations under any Bilateral Agreement and any other applicable law.

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## **2 Term**

### **2.1 Term of these standard conditions**

These standard conditions commence on the Start Date and end on 31 December 2018 (**Term**).

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## **3 Your use of Brisbane Airport**

### **3.1 What you must comply with**

Subject to clause 3.2, you agree to:

- (a) use reasonable endeavours to comply with the Brisbane Airport Operations Manual (this is available from us on request or can be downloaded from the Web Site). While we will endeavour to inform you regularly by e-mail or other means of any changes to the manual, it is your responsibility to check the Web Site regularly to find out if we have changed the manual. For Major Users, we will notify you, and consult with you, about any changes to the Brisbane Airport Operations Manual; and
- (b) comply with the Brisbane Airport Transport Security Programme and emergency procedures through the Brisbane Airport Emergency Plan; and
- (c) comply with all applicable laws and regulations; and
- (d) comply with any restrictions on flying operations that may be in place from time to time by the relevant statutory authority; and
- (e) comply with reasonable safety and security directions notified by us from time to time and necessary for the day to day operation of Brisbane Airport, and if reasonably possible, we will consult with Major Users and try and give at least 7 days' notice of any such directions; and
- (f) comply with Civil Aviation Safety Authority and Airservices Australia rules and regulations, orders, instructions, directions and notices (including those relating to air traffic control); and
- (g) comply with the requirement to obtain and observe the relevant operator licences issued by us which include, but are not limited to, airside licences, airside driving licences and ASIC (Aviation Security Identification Card); and

- (h) comply with any legally binding directions on security issued by the DIT or any other law enforcement authority; and
- (i) use reasonable endeavours to comply with any noise management procedures or regulations in place from time to time (including those issued by any relevant statutory authority); and
- (j) comply with the applicable environmental laws or regulations including, but not limited to, the Brisbane Airport Environment Strategy (which forms part of the Brisbane Airport Master Plan approved by the Minister for Infrastructure & Transport under the Airports Act 1996 (Cth)); and
- (k) comply with occupational health and safety laws or regulations in place from time to time, and any reasonable direction by us (or our contractors and agents) in relation to occupational health and safety matters at Brisbane Airport; and
- (l) comply with Brisbane Airport Information and Communication Technologies (ICT) policies (Wireless Services and Cable Access) (available at our Web Site).

### **3.2 We will provide certain information**

We will inform you of:

- (a) Brisbane Airport Transport Security Programme; and
- (b) Brisbane Airport Emergency Plan and emergency procedures; and
- (c) Brisbane Airport insurance policy requirements.

However, we need not give you information if that would breach a confidentiality obligation we have, a law or appropriate security restrictions. If we give you this information and ask that you keep it on a secure basis and only disclose it to authorised personnel, you must comply with our request.

You must keep us up to date with your contact details so that we can update you from time to time on any changes we make to this information.

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## **4 Information you must give us**

### **4.1 You must notify us of use of Brisbane Airport**

You must notify us in writing (and preferably by e-mail or other electronic means) in accordance with this clause 4 if you use Brisbane Airport.

#### **4.2 For occasional users**

If you will be using Brisbane Airport once or only occasionally then before you arrive (or as soon as practicable after arrival) you must complete and give us by hand delivery, fax or e-mail the information set out on the form in Schedule 3.

You may also apply for a credit account with us for Aviation Charges and Government Mandated Charges by completing and submitting a Credit Application under clause 11. You may also be required to provide to us with a Bank Guarantee under clause 11.4.

#### **4.3 For regular users**

If you are a regular user of Brisbane Airport, to the extent that you have not already provided such information to us, you will provide us with (by mail, hand delivery, fax or e-mail):

- (a) the information required by the form set out in Schedule 4 (or such other form that is agreed); and
- (b) reasonable evidence that you have an approved transport security program that complies with our security requirements and applicable laws; and
- (c) reasonable evidence that you have emergency procedures that comply with Brisbane Airport Emergency Plan and safety requirements and applicable laws; and
- (d) the names, addresses, telephone numbers, facsimile numbers and all other contact details for your key personnel and your designated Security Contact Officer within 24 hours of any change (we must be able to contact you at any time during the day or night in respect of any emergency, security matters or operational matter with respect to your use of Brisbane Airport. We will comply with all privacy obligations in relation to the personal information of your key personnel).

You must use your best endeavours to promptly notify us of any changes to this information (including flight schedules).

You may also apply to us for a credit account for the payment of Aviation Charges and Government Mandated Charges by completing and submitting a Credit Application under clause 11. You may also be required to provide to us with a Bank Guarantee under clause 11.4.

#### **4.4 Additional information required from all users**

You must also notify us of the following information:

- (a) for all of your aircraft using Brisbane Airport:
  - (i) airline; and
  - (ii) aircraft type\*; and



- (iii) landed tonnes\*; and
- (iv) aircraft registration number\*; and
- (v) maximum passenger capacity; and

\* this information is currently supplied to us by Airservices Australia and will not be separately required from you unless this information ceases to be available from Airservices Australia in the future

(b) within 24 hours of each flight to or from Brisbane Airport:

- (i) aircraft registration number; and
- (ii) flight number; and
- (iii) origin\*\*; and
- (iv) destination\*\*; and
- (v) date of flight; and
- (vi) scheduled time of arrival at, or departure from, Brisbane Airport; and
- (vii) block time (actual time) of arrival at, or departure from, Brisbane Airport; and
- (viii) terminal gate number used (domestic); and
- (ix) international flight passenger information in the format detailed in the table below (or such other format as we agree with you):

INTERNATIONAL FLIGHT PASSENGER INFORMATION	NUMBER
<b>Seating capacity of Aircraft</b>	
Total passengers on the Aircraft (excluding Operating Crew)	
<b>Deduct from total passengers on the Aircraft the number of:</b>	
Positioning Crew	
Infants	
Transits (within the International Terminal)	
Transfers (within the International Terminal)	
<b>TOTAL PASSENGERS FOR AVIATION CHARGES PURPOSES</b>	
We also request the following additional information in relation to the above amounts:	
Number of Domestic-on-Carriage Passengers (included in above amounts)	
Number of Transfers to/from domestic terminals (included in above amounts)	

- (x) domestic flight passenger information in the format detailed in the table below (or such other format as we agree with you):

DOMESTIC FLIGHT PASSENGER INFORMATION	NUMBER
<b>Seating capacity of Aircraft</b>	
Total passengers on the Aircraft (excluding Operating Crew)	
<b>Deduct from total passengers on the Aircraft the number of:</b>	
Positioning Crew	
Infants	
<b>TOTAL PASSENGERS FOR AVIATION CHARGES PURPOSES</b>	
We also request the following additional information in relation to the above amounts:	
Transits (within the Domestic Terminal or General Aviation Terminal or between those terminals included in the above amounts) (if applicable)	
Transfers (within the Domestic Terminal or General Aviation Terminal or between those terminals included in the above amounts) (if applicable)	
Transfers between the Domestic Terminal and the International Terminal (and vice versa) (included in the above amounts) (if applicable)	

(xi) freight carried (tonnes).

You must also provide the information in this clause 4.4(b) at least 24 hours before each flight to or from Brisbane Airport (apart from the information in paragraphs (i), (vii) & (viii)).

\*\* it follows that either the origin or destination must be Brisbane Airport in all cases

In providing any data under clause 4.4(b), we recognise that the passenger data may contain inaccuracies and is not to be used for the purposes of calculating Aviation Charges (unless you fail to provide the information required under clause 4.5).

#### 4.5 Monthly summary reports

Within 5 Business Days after the end of each month, you agree to provide to us a monthly summary (by flight) of the information provided to us under clause 4.4(b). We will advise you of the format for that report. This information will be used to calculate Aviation Charges payable by you.

If you fail to provide to us the monthly summary (by flight), then you agree that we may calculate Aviation Charges based on:

- (a) information we obtain from Government departments and agencies (such as the Australian Customs Service); and/or
- (b) the maximum number of passenger seats on the aircraft you operated during that month (which data will be based on information we have about your aircraft).

#### **4.6 Evidence of Insurance**

You must produce evidence satisfactory to BAC of current liability insurance cover at the beginning of each period of insurance, and whenever BAC asks, acting reasonably. For clarity, the evidence provided to BAC may be in the form of a certificate of insurance, provided such certificate describes the amount of cover and any exclusion, exemptions or other qualifications that would affect:

- (a) your ability to make a claim for events which would ordinarily entitle an insured to make a claim; or
- (b) the amounts you are able to recover from your insurer,

under such liability insurance, as they relate to your use of Brisbane Airport.

The policy must be for the minimum amount, cover such risks and contain such conditions as required by clause 6.

#### **4.7 Method of delivery of information**

You must give us this information:

- (a) electronic data interface (AIDX, SITATEX, FILD or web interface) – this is our preferred method; or
- (b) by e-mail to our e-mail address; or
- (c) in writing delivered or faxed to our office; or
- (d) by any other means that we agree with you.

Our contact details can be found on the Web Site.

#### **4.8 Why we need statistical information**

The statistical information you provide to us under clause 4 is extremely important to us, not just for the purposes of calculating Aviation Charges, but also to provide statistical data to assist us monitor growth in activity at Brisbane Airport, efficiently manage Brisbane Airport and to assist us in our future planning for Brisbane Airport to ensure your future needs are catered for.

#### **4.9 How to contact us**

Our address and contact details are:

- (a) The contact details for the following two committees referred to in clause 5.3 are:

**Brisbane Airport Security  
Consultative Group  
c/- Chairman**  
PO Box 61  
HAMILTON CENTRAL QLD 4007

**Brisbane Airport Emergency  
Committee  
c/-Chairman**  
PO Box 61  
HAMILTON CENTRAL QLD 4007

- (b) For all other notices under these standard conditions or correspondence to us, please use our usual address and contact details:

**Brisbane Airport Corporation Pty Ltd**  
**ABN 54 076 870 650**  
11 The Circuit  
Brisbane Airport QLD 4008

PO Box 61  
HAMILTON CENTRAL QLD 4007

**Attention: Company Secretary**  
Telephone +61 7 3406 3000

Facsimile +61 7 3406 3111  
Email [brisbane.airport@bne.com.au](mailto:brisbane.airport@bne.com.au)

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## **5 Brisbane Airport Security & Emergency**

### **5.1 We are responsible for Brisbane Airport security**

We are responsible for Brisbane Airport security arrangements and emergency response activities under:

- (a) the Aviation Transport Security Act 2004 (Cth), Civil Aviation Act 1988 (Cth), Transport Safety Investigation Act 2003 (Cth) and any regulations made pursuant to those acts; and
- (b) instruments, notices or directions and additional security measures which may be imposed on us by any competent authority from time to time.

DIT and CASA are the regulatory authorities for Brisbane Airport and may impose on us certain security and emergency requirements. Both you and we must comply with DIT security and CASA emergency requirements for Brisbane Airport.

### **5.2 Brisbane Airport Transport Security Programme**

The Brisbane Airport Transport Security Programme outlines our requirements about Brisbane Airport security. You must comply with the Brisbane Airport Transport Security Programme.

### **5.3 Screening Authority for Brisbane Airport**

We are the authorised screening authority for both passenger screening and checked baggage screening at the International Terminal and the Domestic Common User Terminal.

As at the Start Date:

- (a) Qantas Airways Limited (**Qantas**) or a related corporation of Qantas Airways Limited is the authorised screening authority for the Qantas Terminal; and
- (b) Virgin Australia Airlines Pty Ltd (**Virgin Australia**) or a related corporation of Virgin Australia is the authorised screening authority for the Virgin Australia Terminal.

The requirements for screening are prescribed by DIT. You and we must comply with these screening requirements.

#### **5.4 Brisbane Airport Committees**

We have the following committees in relation to Brisbane Airport security and emergency:

- (a) Brisbane Airport Security Committee (ASC) which meets quarterly; and
- (b) Brisbane Airport Security Consultative Group (ASCG) which meets every two months; and
- (c) Brisbane Airport Emergency Committee (AEC) which meets every six months.

We are required by regulatory authorities to have these committees. We may add new committees or change existing committees from time to time. We may also make recommendations to you about your representation on committees we establish.

#### **5.5 Brisbane Airport exercises and training**

We conduct regular Brisbane Airport exercises which includes 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 prior notice when these exercises and training will be conducted. We strongly recommend that you send a representative and any new employees to these exercises. You and your employees should participate in these exercises if we ask you to.

#### **5.6 Building or construction works in restricted or controlled areas**

If required, before you undertake any construction or modifications to buildings or other structures on Brisbane Airport which are in or on restricted or controlled areas (if required by law) or which may impact the security of restricted or controlled areas/zones of Brisbane Airport, you must first have security clearance from DIT, us and, if applicable, Airservices Australia (air traffic control). Where reasonably necessary we may ask, at your cost, that you have security personnel supervising any building, construction or other work in restricted or controlled areas/zones at all times.

In addition, we, DIT or any lawful authority may supervise your building or construction work in restricted or controlled areas/zones of Brisbane Airport. In performing any building work on Brisbane Airport, you must also comply with the Airport (Building Control) Regulations 1996 (Cth). 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 until such time as the area is resecured and you will be liable to us for all costs we incur in doing so.

More details about our procedures can be found on our Web Site.

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## **6 Insurance**

### **6.1 Your insurances**

You must in connection with your use of Brisbane Airport, maintain with insurers in your name, Brisbane Airport Corporation Pty Ltd, the Commonwealth of Australia, and any other person with an insurable interest for their respective rights and interests:

- (a) liability insurance as provided for in the following table (whichever is applicable) or such higher level of insurance cover that a prudent airline or aircraft operator would ordinarily take out (as reasonably varied by us from time to time):

<b>Aircraft classification</b>	<b>Minimum amount of liability insurance (for any one occurrence)</b>
10,000 kg MTOW or less	US\$25,000,000
10,001 kg – 28,000 kg MTOW	US\$210,000,000
28,001 kg – 100,000 kg MTOW	US\$420,000,000
100,001 kg – 170,000 kg MTOW	US\$700,000,000
170,001 kg – MTOW and above	US\$980,000,000

This liability insurance must be for a combined single limit any one occurrence, covering bodily injury/property damage.

- (b) other insurances which are required by law in connection with your use of Brisbane Airport and that a prudent airline or aircraft operator would ordinarily take out.

## **6.2 Additional obligations**

You must:

- (a) give us reasonable evidence that you have complied with clause 6.1 before the Start Date, before the beginning of each period of insurance and whenever we ask you for it (acting reasonably); and
- (b) notify us as soon as practicable if an insurance policy required by clause 6.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with your use of Brisbane Airport.

## **6.3 Our insurances**

We must maintain an Airport Operator's liability insurance policy with a limit on indemnity of not less than an amount required by the Commonwealth of Australia (as landlord) under the airport lease.

## **6.4 Noting interests on insurance policies**

The insurance policies under this clause must note our interests and the interests of the Commonwealth of Australia in respect of your use of Brisbane Airport.

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# **7 Interruptions to Airport Services**

## **7.1 Unplanned interruptions and shutdowns**

We may close Brisbane Airport or any part of Brisbane Airport or interrupt or shutdown a service or facility at any time if required by law or if we believe it necessary to deal with an emergency or an airport security incident.

We will use our reasonable endeavours to:

- (a) give you reasonable notice of a closure or interruption in these circumstances, but you recognise and acknowledge that in some circumstances this may not be possible; and
- (b) minimise the way you are affected by an unplanned closure or interruption.

## **7.2 Planned interruptions and shutdowns**

We may close Brisbane Airport or part of Brisbane Airport or interrupt or shutdown a service or facility at any time if we believe it necessary for repair or maintenance of our facilities or because of some building or construction work occurring on Brisbane Airport. In such cases, we will:

- (a) consult, and agree a project plan, with Major Users; and
- (b) comply with the agreed project plan; and

- (c) give reasonable prior notice by e-mail or other means of such a closure or interruption; and
- (d) do all reasonable things to minimise the way you are affected by such a closure or interruption.

You can also find out when we plan to close Brisbane Airport or part of Brisbane Airport or interrupt or shutdown a service or a facility at Brisbane Airport, for repair, maintenance or construction work, by looking at our Web Site (although we cannot guarantee that this information will always appear on our Web Site).

### **7.3 Liability for planned or unplanned interruptions and shutdowns**

Subject to clause 22 and Schedule 8, we are not liable for any loss or damage you suffer, including:

- (a) loss or damage due to delays in aircraft movement; and
- (b) claims against you by third parties,

directly or indirectly caused by the planned or unplanned closure of Brisbane Airport or any part of Brisbane Airport or the planned or unplanned interruption or shutdown of a service or facility, unless caused or contributed to by our negligent act or omission or the negligent act or omission of our officers, employees, agents or contractors (and then only to the extent of such cause or contribution).

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## **8 Aviation Charges**

### **8.1 Payment for Aviation Charges**

You agree to pay the Aviation Charges relating to your use of the Aviation Services. The Aviation Charges are set out in Schedule 5 and are payable by you in accordance with clause 10.

Clause 21 provides for matters that may change Aviation Charges.

### **8.2 Passenger Service Charge incentive rebate scheme**

You acknowledge that we have established, and may introduce, incentive schemes with the aim of encouraging new passenger air services at Brisbane Airport.

### **8.3 No other charges**

We will not impose any new fee, charge or levy for the provision of Aviation Services at Brisbane Airport, other than as allowed under these standard conditions.

For the avoidance of any doubt:

- (a) we may pass on to you the net effect of any new costs which are imposed on us, such as those imposed under or by legislation, administrative direction or authority, taxation or similar costs; and



- (b) we will not impose or recover, or attempt to recover, any new or additional fees, charges or levy considerations (that are not in place as at the Start Date) on you or your contractors or suppliers engaged in the normal servicing of your aircraft in relation to the provision of Aviation Services at Brisbane Airport (other than as allowed under these standard conditions); and
- (c) subject to clause 8.3(b), we are not restricted from negotiating a fee, charge or levy with any person relating to access to Brisbane Airport that is not access to aircraft movement facilities and activities listed in Schedule 1.

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## **9 Government Mandated Costs and Government Mandated Charges**

You agree to pay the Government Mandated Charges relating to your use of the Government Mandated Services. The Government Mandated Charges are set out in Schedule 6 and are payable by you in accordance with clause 10.

### **9.1 What are Government Mandated Costs?**

Government Mandated Costs are the costs that we incur in providing to you the Government Mandated Services. To recover Government Mandated Costs we will impose on you the Government Mandated Charges. Government Mandated Charges (set out in Schedule 6) will be determined by us in accordance with the Commonwealth Government's directions or as determined by the relevant authority from time to time.

### **9.2 Government Mandated Services**

We administer the Government Mandated Services at Brisbane Airport, which include (but are not limited to) the following services:

- (a) International Terminal passenger screening; and
- (b) International Terminal passenger checked bag screening; and
- (c) Domestic Common User Terminal checked bag screening; and
- (d) Domestic Common User Terminal passenger screening; and
- (e) other services required by the Commonwealth Government or other lawful authority and any additional security measures we are required to take and which are provided by us to you at Brisbane Airport from time to time.

### **9.3 Changes to Government Mandated Charges**

We will notify you of any changes to the Government Mandated Charges in accordance with clause 1.10 & clause 9.4 (as applicable).

### **9.4 Recovery of Government Mandated Costs through the Government Mandated Charges**

We will recover Government Mandated Costs from you by charging you the Government Mandated Charges on a “pass-through” basis. We will undertake a bi-annual reconciliation of our Government Mandated Charges.

Any under or over recoveries of Government Mandated Costs in any particular 6-month period will be adjusted in the following period by increasing or reducing Government Mandated Charges for the following period.

We will give you 30 days’ notice (by email or other means) of any changes in Government Mandated Charges resulting from any under or over recoveries. This notice will be accompanied by a reconciliation which will include summary details relating to Government Mandated Costs, revenue from Government Mandated Services, and any over or under recoveries.

For the avoidance of any doubt, Government Mandated Costs will be net of any external funding of Government Mandated Services.

### **9.5 Our management of Government Mandated Charges and Government Mandated Services**

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.

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 Costs and provide the Government Mandated Services as much as reasonably possible. We agree to consult with Major Users in relation to the ways in which we can manage any third party costs and any third party contractors to efficiently manage Government Mandated Costs and provide the Government Mandated Services.

### **9.6 Your provision of Government Mandated Services**

If reasonably practicable and permitted by law, upon reasonable notice by you, we agree that certain airlines have the option to provide the Government Mandated Services to the extent that they are applicable to an airline’s operations at Brisbane Airport. We will not impose Government Mandated Charges or seek to recover the Government Mandated Costs from you to the extent that you are an authorised airline performing the Government Mandated Services in accordance with this clause 9.6.

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## **10 Payment of Aviation Charges and Government Mandated Charges**

### **10.1 When you must pay**

You must pay us our correctly invoiced Aviation Charges and Government Mandated Charges that are applicable from time to time in accordance with this clause 10.

### **10.2 Currency of payment**

The Aviation Charges and the Government Mandated Charges are calculated and payable in Australian Dollars.

### **10.3 Timing and method for payment**

Unless you have a credit account with us, you must pay us our Aviation Charges and the Government Mandated Charges before your aircraft leaves Brisbane Airport. Payment to an authorised BAC representative must be made via either cash, credit card (limit \$5,000) or bank cheque.

If you have a credit account with us, you must pay the Aviation Charges and the Government Mandated Charges in accordance with the terms of our invoice sent to you, unless we have agreed in writing other payment arrangements with you.

### **10.4 Right to detain aircraft**

For all users other than Major Users, if you do not pay the Aviation Charges or the Government Mandated Charges on time then we may detain your aircraft and hold your aircraft pending payment.

### **10.5 Application to Court**

If, pursuant to clause 10.4, we detain your aircraft due to non-payment of Aviation Charges and the charges are still not paid within twenty-one (21) days of notification of detention (or reasonable attempts to notify you has been made), we may apply to the appropriate Queensland Court seeking an order to sell the aircraft to recoup all outstanding charges. You will also be responsible for payment of all of our legal costs.

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## **11 Credit accounts for Aviation Charges and Government Mandated Charges**

### **11.1 Application for credit account**

You may apply for a credit account with us for Aviation Charges and Government Mandated Charges by completing and submitting a Credit Application (Schedule 7). We are not obliged to approve your Credit Application. We may suspend your credit account at any time by giving you 7 days' notice.

### **11.2 Operation of credit account**

If we approve your Credit Application we will notify you and establish a credit account for you. If you have a credit account

with us, you must pay our Aviation Charges and Government Mandated Charges on the following basis:

- (a) we will give you monthly tax invoices; and
- (b) you must pay the tax invoices within 28 days after the end of the calendar month to which the tax invoice relates; and
- (c) your payments must be by:
  - (i) direct deposit to Our Bank Account (we will supply account details on request); or
  - (ii) posting a cheque to our postal address; or
  - (iii) paying by cheque or cash at our office; or
  - (iv) by credit card (limit \$5,000).

### **11.3 Late payment of Aviation Charges and Government Mandated Charges**

If you do not pay our tax invoices when due then we may charge you interest on the following basis:

- (a) interest is calculated at the Interest Rate on daily balances from the due date for payment until the date all of the outstanding amount is paid; and
- (b) unpaid interest is capitalised as at the first day of each month.

We will not charge interest on any amount that is the subject of a bona fide dispute under clause 17 until and from such time as that dispute is resolved in accordance with clause 17.

### **11.4 Bank guarantee**

If we do approve a credit account we may impose a condition requiring that you give us an unconditional bank guarantee (payable on demand) for our estimate of the Aviation Charges and Government Mandated Charges you will pay for up to six months. If we impose this condition on you, we will explain to you the basis for this requirement.

Any bank guarantee required under this clause 11.4 must be from an institution and on terms satisfactory to us. We may increase the amount of our estimate at any time by giving you 30 days' notice, in which case you must increase the bank guarantee accordingly. We may also require a bank guarantee at any time after we have approved your credit account.

### **11.5 Replacement or additional bank guarantee**

You must give us a replacement or additional bank guarantee if:

- (a) we advise you that we have called on the bank guarantee already given to us; or

- (b) we increase the amount to be secured by the bank guarantee.

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## **12 Indemnities and release**

### **12.1 You indemnify us**

Except to the extent of our negligent acts or omissions, and without limiting any other right or remedy we may have, you indemnify us against:

- (a) any liability to or claim by a third party against us; and
- (b) all costs, penalties, losses and damages suffered or incurred by us,

arising out of or in connection with any wilful or negligent act or omission or breach of these standard conditions by you or your employees, agents and contractors. This includes any costs we incur in detaining or dealing with your aircraft under clauses 10.4 & 10.5.

### **12.2 Your risk**

You use Brisbane Airport at your own risk.

### **12.3 You release us**

To the extent permitted by law, we are not liable to you or any other person, whether under the law of contract, in tort (including in negligence), for breach of statutory duty or otherwise:

- (a) for any Consequential Loss; and
- (b) for any injury, loss, damage, cost or expense relating to, arising from or in connection with these standard conditions except to the extent that any such injury, loss, damage, cost or expense arises from our wilful or negligent act or omission or breach of these standard conditions.

### **12.4 Survival of indemnities**

Each indemnity in these standard conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of these standard conditions for whatever reason.

### **12.5 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 standard conditions.

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## **13 Termination**

### **13.1 Where Airport lease terminates**

We may, by notice to you, terminate these standard conditions (and any obligations we may have under these standard

conditions (other than those that survive as a consequence of a legislative requirement) will likewise terminate) in the event that our lease of Brisbane Airport from the Commonwealth of Australia, is terminated for any reason.

### **13.2 Termination for default**

To the extent that we are permitted to do so by law:

- (a) if you are Insolvent;
- (b) if you inform us that you do not intend to be bound by these standard conditions;
- (c) if as a consequence of a legislative or regulatory requirement, including a lawful direction of any authorised statutory or regulatory authority, we are required to deny or restrict your access to Brisbane Airport;
- (d) if within 30 days after receipt of a notice from us, you fail to remedy any notified default in performance of your obligations under these standard conditions; or
- (e) if within 30 days after receipt of a notice from us, you fail to remedy any notified default in performance of your obligations under the Aviation Services & Charges Agreement – Runway System,

then we may, by written notice to you, terminate these standard conditions and your access to Brisbane Airport.

### **13.3 Without prejudice**

The rights contained in this clause 13 are in addition to and without prejudice to any of other rights or remedies (including accrued rights or remedies).

In addition, and without prejudice to any other rights, we may set-off or deduct from any amounts due to you under these standard conditions, any moneys due or which we reasonably assert are due from you to us under the Aviation Services & Charges Agreement – Runway System.

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## **14 Acts and regulations**

### **14.1 Administration of Brisbane Airport**

You accept that we are responsible for the operation and development of Brisbane Airport in accordance with the *Airports Act 1996* (Cth) and the *Airports (Transitional) Act 1996* (Cth) (“Acts”) and the various regulations made under these Acts.

### **14.2 Interference with statutory obligations**

You must use reasonable endeavours to ensure that your employees, agents and contractors do nothing to prevent us from observing our obligations under these Acts and the various regulations made under these Acts.

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

### **15.1 Definitions**

- (a) Words and expressions which have a defined meaning in the GST law have the same meaning as in the GST law; and
- (b) "GST law" has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

### **15.2 Consideration GST- Exclusive**

Despite the definition of consideration in the GST law, and unless otherwise expressly stated, prices or other sums payable or consideration to be provided under or in accordance with these standard conditions are exclusive of GST.

### **15.3 Payment of GST**

If a party makes a taxable supply under or in connection with these standard conditions, the other party must pay to the supplier at the same time, and in addition to the GST – exclusive consideration, an amount equal to the GST payable on that supply.

### **15.4 Tax Invoice**

The supplier must, as a precondition to the payment of GST under clause 15.3, give the other party a tax invoice.

### **15.5 Adjustments**

If an adjustment event arises in connection with a supply made under these standard conditions, the supplier must give the other party an adjustment note in accordance with the GST law.

### **15.6 Reimbursements**

If these standard conditions require one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.

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## **16 Confidential Information**

### **16.1 Acknowledgement**

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

## **16.2 Obligation of confidentiality**

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 standard conditions.

To this end, each party must not, without the other party's prior written consent:

- (a) 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 standard conditions; or
- (b) permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
- (c) 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, employees, agents or contractors of either party.

## **16.3 Permitted disclosure**

Subject to clause 16.4, either party may disclose the other party's Confidential Information to:

- (a) its employees, officers, agents and contractors in the course of their employment on a need to know basis; or
- (b) to its advisers in relation to its rights under these standard conditions; or
- (c) in our case, to third parties who require the information for the safe, secure and efficient operation and development of Brisbane Airport, provided those third parties are obliged to keep that information confidential.

Nothing in these standard conditions prohibits the use or disclosure of any Confidential Information to the extent that:

- (d) 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
- (e) it is required by law or a stock exchange; or
- (f) it is strictly and necessarily required in connection with legal proceedings relating to these standard conditions; or



- (g) the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.

#### **16.4 Conditions of permitted disclosure to representatives**

Both parties must ensure that its employees, officers, contractors, agents and all other persons to whom the Confidential Information may be disclosed will be under and will comply with obligations similar to the obligations imposed on it under this clause 16.

#### **16.5 Notification of breach**

If either party's employees, officers contractors or agents breach the confidentiality obligations contained in these standard conditions it must immediately notify the other party in writing of this.

#### **16.6 Damages and other remedies**

Each party acknowledges that a breach of this clause 16 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.

#### **16.7 Survival after expiry and termination**

The obligations under this clause 16 survive expiry and termination of these standard conditions.

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### **17 Dispute resolution**

#### **17.1 Procedure**

If either party considers that a dispute has arisen in connection with or under these standard conditions (“**Issue**”), then the parties must follow the procedure set out in this clause 17 to resolve the Issue. In particular, the parties must, before commencing court proceedings, refer the Issue to the Management Committee in accordance with clause 17.2, and thereafter proceed in accordance with clauses 17.3 to 17.6.

#### **17.2 Referral to Management Committee**

If an Issue remains unresolved for 14 days, either party may refer the Issue to the Management Committee immediately or within such longer period as they may agree.

#### **17.3 Management Committee to meet**

The Management Committee must meet at least twice at our offices (or such other place as the parties may agree) within 14 days of having the Issue referred to it under clause 17.2 to discuss the Issue in good faith with a view to resolving the Issue by agreement between the parties.

#### **17.4 Failure to agree**

If the Issue remains unresolved for 60 days after the Management Committee met (or should have met), or such longer period as the parties may agree, either party may refer the Issue to the Chief Executive Officers of the parties.

#### **17.5 Referral to CEOs**

The Chief Executive Officers or their nominee (“CEOs”) must, within 14 days of one party notifying the other of the existence of the Issue, meet at our offices (or such other place as the parties may agree) and discuss the Issue in good faith with a view to resolving the Issue.

#### **17.6 Mediation**

If an Issue remains unresolved for 60 days after the CEOs have met, (or should have met), then the parties agree that the Issue will be referred to mediation under the then current rules for mediation used by the Australian Commercial Disputes Centre in Brisbane, Australia. Unless otherwise agreed by the parties, the mediation will take place in Brisbane, Australia. Each party will bear their own legal and other costs and expenses of the mediation.

#### **17.7 Aviation Charges and Government Mandated Charges**

If the Issue relates to the data we have used to calculate Aviation Charges or Government Mandated Charges, we agree that you do not have to pay the amount of any Aviation Charges or Government Mandated Charges that are the subject of a bona fide dispute unless and until the Issue is resolved in accordance with this clause. You otherwise agree to pay any amount of Aviation Charges or Government Mandated Charges that are not in dispute at the time specified for doing so under these standard conditions.

#### **17.8 Legal proceedings**

Nothing in this clause 17 prevents either party from commencing legal proceedings for urgent interlocutory relief.

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### **18 Notices**

#### **18.1 Form of notice**

Unless expressly stated otherwise in these standard conditions (particularly where we prefer e-mail notification), all notices, certificates, consents, approvals, waivers and other communications in connection with these standard conditions must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

## **18.2 Delivery of notices**

Unless expressly stated otherwise in these standard conditions (particularly where we prefer e-mail notification), notices to us must be:

- (a) left at the address set out in clause 4.9; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out in clause 4.9; or
- (c) sent by fax to the fax number set out in clause 4.9; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

## **18.3 When effective**

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

## **18.4 Receipt - post**

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

## **18.5 Receipt - fax**

If sent by fax, notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

## **18.6 Receipt - general**

Despite clauses 18.4 ("Receipt - post") and 18.5 ("Receipt - fax"), if they are received after 5.00pm in the place of receipt or on a non-business day, they are to be taken to be received at 9.00am on the next Business Day.

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# **19 Definitions and interpretation**

## **19.1 Definitions**

In these standard conditions, the following words have the meanings below, except if the contrary is expressed:

**Airline Operators Committee** means the committee of representatives from domestic and international airlines respectively, which represent the interests of the domestic or the international airlines respectively at Brisbane Airport.

**Allocation Rules** means our rules for the allocation of facilities provided by us. As at the Start Date, this includes the following facilities:

- (a) Counter Positions;

- (b) Baggage Handling System (or BHS);
- (c) Departure/Arrival Equipment (including bays/gates).

**Aviation Charges** means the charges payable by you which are determined from time to time under these standard conditions (as set out in Schedule 5) which relate to the provision of Aviation Services by us.

**Aviation Services** means those aircraft movement facilities and activities and passenger processing facilities and activities set out in Schedule 1 but excludes those services set out in clauses 1.4 and 1.5.

**Aviation Services & Charges Agreement – Runway System** means the agreement between you and us for the use of the Runway System at Brisbane Airport.

**Bilateral Agreement** means any convention, protocol or agreement between the Commonwealth of Australia and any other Nation State recognised by the Australian government as a Nation State.

**Brisbane Airport** means Brisbane Airport and includes:

- (a) the land leased by us from the Commonwealth of Australia under Lease No 702599136; and
- (b) any other land owned, developed, controlled or used in conjunction with the land leased from the Commonwealth of Australia which we manage and operate as:
  - (i) an airport; or
  - (ii) a parking area; or
  - (iii) a commercial or recreational undertaking associated with an airport or a parking area; and
- (c) the improvements on the Land and the other land including, without limitation, all plant and equipment, fixtures, fittings, furniture and furnishings (other than the property that belongs to others),

and where the context so requires includes any part of Brisbane Airport.

**Brisbane Airport Operations Manual** means our manual setting out rules and procedures about the operation of aircraft at Brisbane Airport, which manual is prepared in accordance with the requirements of the Civil Aviation Safety Regulations 1998.

**Brisbane Airport Transport Security Programme** means our security programme and measures in place from time to time for Brisbane Airport, which includes any security requirements imposed by DIT or any other lawful authority for Brisbane Airport as notified to you from time to time.

**Business Day** means a day which is not a Saturday, Sunday or public or bank holiday in Brisbane.

**CASA** means the Civil Aviation Safety Authority or any other statutory authority responsible for the safety regulation of civil air operations in Australia.

**Common User Conditions** means the conditions for use of terminal facilities published (from time to time) by us for the International Terminal, the Domestic Common User Terminal and the General Aviation Terminal. As at the Start Date, the conditions for the International Terminal and the Domestic Common User Terminal are set out in Schedule 2. These conditions apply (as updated) to the General Aviation Terminal from 1 October 2015.

**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) is clearly marked as confidential.

**Consequential Loss** means any loss of revenue, time, goodwill, data, anticipated savings or opportunity, loss of production or loss of profits and any indirect, economic, special or consequential loss or damage.

**Credit Application** means an application to us in the form set out in Schedule 7.

**Domestic Common User Terminal** means that part of the Domestic Terminal that is not the subject of a lease, licence or other right of exclusive occupation granted by us to an airline, aircraft operator or some other person for aviation related operations and is available for use by you on conditions determined by us from time to time.

**Domestic Terminal** means that part of Brisbane Airport primarily dedicated to regular passenger transport airline and aircraft operations within Australia and includes:

- (a) the Qantas Terminal; and
- (b) the Domestic Common User Terminal; and
- (c) the Virgin Australia Terminal.

**DIT** means the Commonwealth Department of Infrastructure & Transport or any other Commonwealth department that has responsibility for the regulation of airports in Australia from time to time.

**Financial Year** means each year starting on 1 July and ending on 30 June.

**General Airport Services** means those services and facilities that we provide to users of Brisbane Airport that are not Aviation Services or Government Mandated Services and 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, telecommunication and information technology services, catering and similar services.

**General Aviation Terminal** means the common user terminal located at 8 Casuarina Street, Brisbane Airport that is primarily dedicated to non-regular passenger transport airline and aircraft operations within Australia.

**Government Mandated Charges** means the charges payable by you which are determined from time to time under these standard conditions (as set out in Schedule 6) which relate to the provision of Government Mandated Services by us.

**Government Mandated Costs** means the costs incurred by us for providing to you the Government Mandated Services.

**Government Mandated Services** means those services which we provide to you which are mandated by the Commonwealth Government (in applicable legislation and Ministerial or DIT directions) or other lawful authority (including the DIT) which include, but are not limited to, the services set out in clause 9.2.

**Ground Handling Conditions** means the conditions published by us (from time to time) under which you or ground handlers at Brisbane Airport operate at the International Terminal, the Domestic Terminal and the General Aviation Terminal. The conditions for the International Terminal, the Domestic Terminal and the General Aviation Terminal can be found on our Web Site.

**GST** means the tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* and any other related imposition Acts of the Commonwealth.

**Information** means all information regardless of its Material Form, relating to or developed in connection with:

- (a) the business, technology or other affairs of the provider of the Confidential Information; or
- (b) any systems, technology, ideas, concepts, know how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any

other information owned or used by or licensed to the provider of the Confidential Information.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration, an externally-administered body corporate or insolvent (each as defined in the Corporations Act); or
- (b) it has had a controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us); or
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which we reasonably deduce it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Interest Rate** means the rate per annum that is 2% higher than the rate charged by the Commonwealth Bank of Australia on overdraft accounts of more than \$100,000.

**International Terminal** means that part of Brisbane Airport primarily dedicated to airline and aircraft operations to and from Australia.

**Major Users** means:

- (a) any airline or aircraft operators that, at the relevant time, represents at least 10% of the total passenger numbers at the Airport; and
- (b) the Board of Airline Representatives of Australia Inc. (**BARA**) representing airlines or aircraft operators using

Brisbane Airport (or any replacement body or organisation) or a representative body (such as the Airline Operators Committee for Brisbane Airport) which BARA has properly authorised to represent it on a particular issue.

**Management Committee** means the committee established by you and us comprising two of your senior executives and two of ours, or such other number as the parties agree.

**Material Form** in relation to Information, includes any form (whether visible or not) of storage from which the Information can be reproduced and any form in which the Information is embodied or encoded.

**MTOW** means the maximum take-off weight certified for each aircraft operated by you at Brisbane Airport.

**Our Bank Account** means the bank account held by us at our principal bankers and notified to you from time to time.

**Qantas Terminal** means that part (if any) of the Domestic Terminal leased to, licensed to or occupied by Qantas Airways Limited or a related corporation of Qantas Airways Limited.

**Runway System** means our runways and taxiways (as available from time to time) used to provide the Aviation Services to you. To avoid doubt, this excludes any leased area.

**Telecommunications** means telephony services, local area networks (fixed and wireless), point-to-point cable connections, and broadband access (fixed and wireless).

**Terminal Operations Procedures** means our procedures about the use of the equipment we provide under the Common User Conditions.

**Terminals, Aprons & Related Infrastructure** means our passenger terminals, aircraft aprons and other infrastructure used to provide the Aviation Services to you. To avoid doubt, this excludes any leased areas, but includes roads and services related to those passenger terminals and aircraft aprons.

**Virgin Australia Terminal** means that part (if any) of the Domestic Terminal leased to Virgin Australia Airlines Pty Ltd or a related corporation of Virgin Australia Airlines Pty Ltd.

**Web Site** means our world wide web page at the URL [www.brisbaneairport.com.au](http://www.brisbaneairport.com.au).

**You or Your** means any of the following persons:

- (a) the person operating an aircraft;
- (b) the holder of the aircraft operators certificate for an aircraft; or



- (c) the registered owner of an aircraft,  
that arrives at or departs from Brisbane Airport.

## 19.2 Interpretation

Unless expressed to the contrary:

- (a) words importing:
  - (i) the singular include the plural and vice versa; and
  - (ii) any gender includes the other gender; and
- (b) a reference to:
  - (i) a person includes a firm, partnership, joint venture, unincorporated association, corporation or other body corporate and a government or statutory body or authority; and
  - (ii) a person includes its legal personal representatives, successors and assigns; and
  - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - (iv) a right includes a benefit, remedy, discretion, authority or power; and
  - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation; and
  - (vi) provisions or terms of these standard conditions or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms; and
  - (vii) "\$", "dollars" or "AUD" is a reference to the lawful currency of Australia; and
  - (viii) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties; and
  - (ix) references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, these standard conditions; and
  - (x) writing includes any mode of representing or reproducing words in tangible and permanently

visible form, and includes facsimile transmission;  
and

- (xi) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xii) these standard conditions is a reference to these standard conditions including all clauses, parties, annexures, exhibits and schedules to these standard conditions and as they are amended, varied or replaced from time to time; and
- (xiii) examples and/or use of the word “including” (and similar expressions) are not intended to be words of limitation.

### **19.3 Headings**

Headings do not affect the interpretation of these standard conditions.

# **Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure**

## **Part 2 – Conditions specific to the Terminals, Aprons & Related Infrastructure**

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### **20 Parking and aircraft removal**

#### **20.1 Movement and removal of aircraft**

In accordance with the Brisbane Airport Operations Manual, and subject to air traffic clearances and any emergencies (as reasonably determined by us), on reasonable prior notice you agree to use all reasonable endeavours to:

- (a) move a parked aircraft to another position in Brisbane Airport; or
- (b) remove a parked aircraft from Brisbane Airport,

within any reasonable time specified by us.

#### **20.2 Failure to comply**

If you do not comply with a request under clause 20.1 then we may move or remove the aircraft at your cost. In doing so we will:

- (a) follow applicable procedures in the Brisbane Airport Operations Manual; or
- (b) notify you of:
  - (i) the date and time of the move or removal; and
  - (ii) where the aircraft has been, or is to be, moved to; and
  - (iii) the means used, or to be used, to move the aircraft; and
  - (iv) any conditions that will apply to your recovery of the aircraft.

Except in the case of an emergency we must make reasonable efforts to notify you a reasonable period before moving an aircraft. If we cannot do so we will notify you as soon as possible after the aircraft has been moved.

#### **20.3 Liability for removal of aircraft**

We are not liable for any loss or damage you suffer, including:

- (a) loss or damage to your aircraft; and

- (b) claims against you by third parties,

directly or indirectly caused by us in moving or removing your aircraft unless caused by our negligence or the negligence of our officers, employees, agents or contractors.

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## **21 Things that can change Aviation Charges for Terminals, Aprons & Related Infrastructure**

### **21.1 Certain occurrences change Aviation Charges**

Clause 21.2 provide for matters that may change Aviation Charges related to the Terminals, Aprons & Related Infrastructure. If clause 21.2 applies, we will notify you of the changes to the Aviation Charges and the basis of the changed Aviation Charge in accordance with clause 21.2.

### **21.2 Process for review of Aviation Charges for certain Major Projects**

- (a) You acknowledge that in determining the Aviation Charges to apply from the Start Date, we have made certain assumptions about the way we will develop the Domestic Terminal precinct during the Term.
- (b) However, during the Term, in consultation with the major airlines using the Domestic Terminal, we will undertake a review of the following proposed projects:
  - (i) Southern Terminal;
  - (ii) Northern Apron Expansion (Stage 2);
  - (iii) Northern Concourse Expansion;
  - (iv) Terminal Upgrade, including Access and Security;
  - (v) Northern Apron Expansion (Stage 3); and
  - (vi) Southern Satellite Apron Expansion.
- (c) As a result of the review we undertake under clause 21.2(b), we may revise the investment programme for the delivery of the projects listed in paragraphs (i), (ii) & (iii) of clause 21.2(b). This could result in a change to the scope, cost and/or timing for any of those projects.
- (d) If we revise the investment programme in accordance with clause 21.2(c), then we may vary the Aviation Charges to take account of that revised investment programme.
- (e) If you are a Major User using the Domestic Terminal and we want to make changes to our Aviation Charges, we will:
  - (i) notify you by e-mail or other means of a proposed change to the Aviation Charges and where it is

practical to do so, we will notify you at least 120 days before the change is to take effect; and

- (ii) consult with you about the proposed change to the Aviation Charges during the period of notice; and
  - (iii) as soon as practicable after consulting with you, notify you by e-mail or other means of the changes to the Aviation Charges. We will also publish the changes on the Web Site.
- (f) If you are not a Major User using the Domestic Terminal, we will give you notice of any changes to the Aviation Charges by e-mail or other means.
- (g) For all users of Brisbane Airport, if you continue to use Brisbane Airport after we have notified you of the changes to the Aviation Charges, this will constitute acceptance by you of the changes to the Aviation Charges.

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## **22 Our Service Level Commitments**

In providing some of our Aviation Services, we agree to provide you with certain commitments in relation to services levels. Those commitments are set out in Schedule 8.

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## **23 Use of Common User facilities**

You may only use our passenger check in and processing facilities at the International Terminal, the Domestic Common User Terminal and the General Aviation Terminal on the terms of our Common User Conditions.

You agree to comply with the Common User Conditions at all times, as well as the reasonable directions of our officers, employees, agents and contractors provided that they are acting in accordance with the Common User Conditions.

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## **24 Ground handling**

If you elect to undertake Ground Handling Services (as defined in the Ground Handling Conditions) yourself rather than engaging an existing independent contractor that operates Ground Handling Services at Brisbane Airport, then you must comply with the terms of our 'Ground Handling Conditions for the International Terminal, the Domestic Terminal' and the General Aviation Terminal. These conditions can be found on our Web Site.

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## **25 Brisbane Airport Allocation Rules**

### **25.1 We may make and change Allocation Rules**

We may make Allocation Rules for the use of Brisbane Airport Aviation Services. As at the Start Date, those Allocation Rules are set out in our Terminal Operations Procedures.

We may change the Allocation Rules at any time to take effect, subject to clause 25.2, on a date that we specify.

## **25.2 How we will change Allocation Rules**

If we want to change the Allocation Rules, we will first consult with the affected Major Users and seek their consent to the change in the Allocation Rules, such consent must not be unreasonably withheld or delayed. If the affected Major User fails to respond to our request for consent within 14 days after we request it, the affected Major User is deemed to have consented to the change in the Allocation Rules.

Once consented to, or deemed consented to, we will post the change to the Allocation Rules on the Web Site at least 14 days before the changes come into effect.

## **25.3 Compliance with Allocation Rules**

You agree to comply with the Allocation Rules (and as they are changed from time to time) at all times and the reasonable directions of our officers, employees, agents and contractors provided that they are acting in accordance with the Allocation Rules.

---

## **26 IATA Schedule Co-ordinated Airport**

The International Terminal, the Domestic Common User Terminal and (from 31 March 2016) the General Aviation Terminal at Brisbane Airport are official IATA Schedule Co-ordinated Airport Terminals and as such airlines and aircraft operators should have an allocated slot through Airport Co-ordination Australia Pty Ltd (ACN 082 075 901) before Allocation Rules are applied.

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## **27 Consultation in relation to Aviation Services**

### **27.1 Periodic Consultation**

We agree to meet with you at least twice in each financial year (or at such other frequency as we may agree with you from time to time) to consult on the following matters:

- (a) traffic developments and forecasts at Brisbane Airport;
- (b) each of the following, as they relate to the Terminals, Aprons & Related Infrastructure:
  - (i) capital expenditure;
  - (ii) our cost management of operations, maintenance and project delivery;
  - (iii) quality or appropriateness of service standards;
  - (iv) your future needs;
- (c) any changes to Aviation Charges we propose to make under clause 21.2;

- (d) any other matters agreed between us (both acting reasonably).

## **27.2 Meetings**

We will prepare an agenda and provide it to you before a periodic consultation meeting, and will prepare and circulate minutes for those meeting.

You acknowledge that:

- (a) any meetings between us under this clause 27 do not create any obligation on us to act in any particular way in relation to any particular issue; and
- (b) these meetings may be attended by other users of the Aviation Services we provide at Brisbane Airport.

You may by notice in writing to us appoint a representative to represent you at these meetings. Your representative may be a person or association representing you and other operators, and any consultation by us with that person or association will be deemed to be consultation with you.

# **Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure**

## **Schedule 1 - Aviation Services**

### **Aircraft-related services and facilities, including the provision, maintenance and repair of:**

- Each of the following, as they relate to the terminals, aprons and related infrastructure:
  - Terminal and airside lighting.
  - Aircraft parking sites and facilities.
  - Ground handling services and facilities (including equipment storage and refuelling).
  - Aircraft refuelling services and facilities (including pipelines to and from the JUHI).
  - Airside freight handling and long/short term staging areas essential for aircraft loading and unloading.
  - Airfield navigation services and facilities (including visual navigation aids).
  - Airside safety and security services (including rescue and fire-fighting services and perimeter fencing).
  - Environmental hazard control services and facilities.
  - Services and facilities to ensure compliance with environmental laws.
  - Aircraft light and emergency maintenance sites and buildings.

### **Passenger-related services and facilities, including the provision, maintenance and repair of:**

- Public areas in terminals, public amenities, lifts, escalators and moving walkways.
- Departure and holding lounges, and related facilities (excluding club/business lounges).
- Aprons and aerobridges (including nose-in guidance systems).
- Flight information and public address systems.
- Facilities to enable the processing of passengers through customs, immigration and quarantine.
- Check-in counters and related facilities (including associated queuing areas).
- Landside terminal access roads and facilities (including lighting and covered walkways).
- Security systems and services (including closed circuit surveillance systems).
- Baggage make-up, handling and reclaim facilities.

Domestic Terminal areas under long-term leases to airlines and those Aviation Services included in the Runway System Agreement are excluded from “Aviation Services” listed above.



# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 2 - Common User Conditions International Terminal, Domestic Common User Terminal and General Aviation Terminal (clause 23)

The Standard Conditions and the Common User Conditions apply to the common user equipment and facilities at the International Terminal, the Domestic Common User Terminal and the General Aviation Terminal

### Part A: Check-in, Service and Other Counter Position conditions

<p><b>1 Location of Counter Positions</b></p> <p><b>1.1 Counter Positions at the International Terminal</b></p> <p>In these conditions for the International Terminal, <b>Counter Positions</b> means any common user check-in, service, domestic interline, transit/transfer, self-service bag drop, oversize baggage or departure gate counter position provided by us at the International Terminal (whether in existence on the Start Date, or installed by us after the Start Date).</p> <p><b>1.2 Counter Positions at the Domestic Common User Terminal and the General Aviation Terminal</b></p> <p>In these conditions for the Domestic Common User Terminal and General Aviation Terminal, <b>Counter Positions</b> means the common user check-in, service, self-service bag drop, oversize baggage or departure gate counter position provided by us at the Domestic Terminal and/or General Aviation Terminal (whether in existence on the Start Date or installed by us after the Start Date).</p> <p><b>1.3 Counter Positions at the General Aviation Terminal</b></p> <p>In these conditions for the General Aviation Terminal, <b>Counter Positions</b> means the common user check-in, service or departure gate counter position provided by us at the General Aviation Terminal (whether in existence on 1 October 2015 or installed by us after that date).</p>	<p><b>2 Counter Positions</b></p> <p><b>2.1 International Terminal - Counter Position Equipment</b></p> <p>Each Counter Position at the International Terminal, other than the departure gate counters on Level 3, is equipped with:</p> <ul style="list-style-type: none"> <li>(a) FIDS; and</li> <li>(b) access key pad; and</li> <li>(c) baggage system access; and</li> <li>(d) baggage tubs; and</li> <li>(e) weighing scales; and</li> <li>(f) VOIP phone system; and</li> <li>(g) CUTE Equipment.</li> </ul> <p>Each Counter Position at the International Terminal that is a departure gate counter on Level 3 is equipped with:</p> <ul style="list-style-type: none"> <li>(a) FIDS; and</li> <li>(b) access key pad; and</li> <li>(c) VOIP phone system; and</li> <li>(d) CUTE Equipment.</li> </ul> <p><b>2.2 Domestic Common User Terminal - Counter Position Equipment</b></p> <p>Each Counter Position at the Domestic Common User Terminal is equipped with:</p> <ul style="list-style-type: none"> <li>(a) baggage system access; and</li> </ul>
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- (b) baggage tubs; and
- (c) weighing scales; and
- (d) VOIP phone system; and
- (e) CUTE Equipment; and
- (f) FIDS.

**2.3 General Aviation Terminal - Counter Position Equipment**

Each Counter Position at the General Aviation Terminal is equipped with:

- (a) weighing scales.

**2.4 FIDS**

Where available, FIDS allows you to display logo and text over each Counter Position. Subject to the limitation of FIDS, we will design a reasonable number of pages to your specification which reflect your operational schedules without charge. Any additional pages will be at your expense.

**2.5 Consumables**

To avoid doubt, you are responsible for providing all consumables (such as blank boarding passes and bag tags and other stationery) for use at the Counter Positions, except for document printer paper, which we will supply at the International Terminal only. For the General Aviation Terminal, you must remove all consumables from the Counter Position after each flight.

---

**3 Use of CUTE Equipment**

When using the CUTE Equipment, you must comply with our reasonable directions as to its use. These directions may be contained in our Terminal Operations Procedures.

---

**4 Allocation of Counter Positions**

We will allocate the Counter Positions to you in accordance with the Allocation Rules.

---

**5 Use of Service Counter**

When you are occupying any Counter Position you may also occupy the common user service counter at the end of the check-in islands in conjunction with any other Counter Position user.

---

**6 International Terminal and Domestic Common User**

**Terminal oversized baggage position**

At the International Terminal and the Domestic Common User Terminal, when you are occupying any Counter Position you may also use the oversized bag position. Generally, you must only use the oversized bag position for checking-in oversized bags. You must use our oversize bag positions in accordance with our Terminal Operations Procedures.

---

**7 Counter Position and FIDS access at the International Terminal, the Domestic Common User Terminal and the General Aviation Terminal**

**7.1 We will give you a PIN**

We will give you a personal identification number (PIN) to use with the access keypad to enable you to log on and log off at the Counter Position and to access FIDS at the International Terminal, and the Domestic Common User Terminal..

**7.2 Security of PIN**

We recommend that you keep the PIN secure and release it only to those employees who need to know it for logging on to FIDS. You must immediately report the improper use of the PIN to Our Duty Coordination Manager.

**7.3 Change to FIDS access**

We may, at our discretion (reasonably exercised), change the method of access to FIDS and you must comply with our reasonable directions as to the use of any such new method of access.

---

**8 Use of Counter Positions**

**8.1 Logging on and off**

You must log on as soon as you occupy a Counter Position, and log off at the end of your period.

**8.2 Use of FIDS to identify you**

You must use FIDS to identify clearly for passengers the Counter Positions that you are using. You must not display any other signs, logos or advertisements on FIDS without our prior written consent (which consent will not be unreasonably withheld).

**8.3 FIDS display**

We provide a facility to enable you to change the FIDS displays at certain Counter Positions, and you must comply with our reasonable directions as to its use. These directions may be contained in our Terminal Operations Procedures.

**8.4 Cleanliness of Counter Positions**

You must leave each Counter Position and the 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 Position and surrounding area at your cost.

**8.5 Security of Counter Positions**

You must take all reasonable precautions when using each Counter position to prevent unauthorised entry into the Counter Position area and the BHS.

**8.6 Leaving a Counter Position**

When leaving a Counter Position, whether temporarily or at the end of your use, you must leave each Counter Position in a secure condition. The last employee or agent at a Counter Position must ensure that the baggage system is switched off, the baggage shutters are down, that all your Counter Positions are logged off, and that the security barriers over the weigh scale and between the Counter Positions are closed.

---

**9 Counter Position Charges for the International Terminal**

**9.1 Unavailability of Counter Positions**

If:

- (a) any damage to the Counter Position; or
- (b) any breakdown in Our Equipment or the BHS,

occurs, then we will use our best endeavours to provide substitute Counter Positions for your use.

**9.2 Unavailability of FIDS**

Where there is any failure in FIDS and you operate the Counter Positions manually, you must keep manual records of the periods of use of the manual Counter Positions. We can estimate usage times and we may (but we need not) have regard to your manual records. .

---

**10 Ownership of Counter Positions**

**10.1 Not used**

**10.2 Equipment we own**

The telephone and telecommunication facilities, counters at the Counter Positions, FIDS and the other equipment provided by us remain our property.

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

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

## Part B: Baggage Handling System (BHS) Conditions

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### 1 BHS equipment

We will provide the BHS for the International Terminal and the Domestic Common User Terminal.

To ensure that we can meet our aviation security obligations, when using our BHS you must use either:

- (a) an operating system that is compatible with our CUTE Equipment; or
- (b) another system, provided it will generate a baggage tag (BSM) that our BHS can read, and which will also meet DIT's aviation security requirements.

---

### 2 Use of the BHS

#### 2.1 BHS Performance Specification - Minimum Requirements

You must comply with the BHS minimum operational requirements detailed in our Terminal Operations Procedures.

#### 2.2 No interference with BHS

You must not do anything which may adversely affect the efficiency of the BHS.

#### 2.3 Damage to BHS

If you do not reasonably comply with our BHS rules and the BHS is damaged then you will be responsible for the cost of repairs to the BHS.

---

### 3 BHS Control room at the International Terminal and Domestic Common User Terminal

We will take reasonable steps to monitor the control room and manual encoding functions at each of the International Terminal and Domestic Common User Terminal and to promptly process bag diversion to manual encoding to avoid system congestion and delays in baggage delivery.

---

### 4 Allocation of baggage sortation lateral conveyors

#### 4.1 Allocation process

We will allocate the BHS at the International Terminal and the Domestic Common User Terminal in accordance with our Allocation Rules.

- 
- 1 Allocation of Departure/Arrival Equipment**
- We will allocate the use of the Departure/Arrival Equipment to you in accordance with our Allocation Rules. The allocation of the specific locations will be in our absolute discretion to achieve efficient operation of Brisbane Airport.
- 
- 2 Use of Departure/Arrival Equipment**
- 2.1 Care of Departure/Arrival Equipment**
- You must take proper care of the Departure/Arrival Equipment and follow our reasonable directions for its use, including any directions or instructions contained in our Terminal Operations Procedures.
- 2.2 Training of your personnel**
- 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.
- 2.3 Departure/Arrival Equipment to be operated by qualified personnel**
- 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.
- 2.4 Damage to Departure/Arrival Equipment**
- Except where there is a malfunction in the Departure/Arrival Equipment caused by our wilful or negligent act or omission (and only to that extent), you indemnify us for any damage to the Departure/Arrival Equipment caused by your act, omission or negligence in operating the Departure/Arrival Equipment or in conducting your activities at Brisbane Airport.
- 2.5 Cleaning of Departure/Arrival Equipment areas**
- 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.

## Part D: FIDS and PA system conditions

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### 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.

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### 2 FIDS information

#### 2.1 Accurate information on FIDS

You must ensure that the information displayed on FIDS current and accurate.

#### 2.2 FIDS information is confidential

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.

#### 2.3 Your warranty in relation to FIDS information

The necessary data to generate your logo and other material in FIDS remains your property. 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. We must not give that logo to anyone else without your written consent.

---

### 3 Provision of additional FIDS

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

---

### 4 PA system

#### 4.1 We will provide a PA system

We will provide a PA system throughout the International Terminal, the Domestic Common User Terminal and the General Aviation Terminal including microphones and localised control panels in gate and transit lounges and microphones and control panels at the Counter Positions.

#### 4.2 Our directions about the PA system

You must comply with our reasonable directions concerning the use of the PA system, including any directions or instructions contained in our Terminal Operations Procedures.

#### 4.3 Your use of the PA system

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

## Part E: General Common User conditions

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### 1 Terminal Operations Procedures

#### 1.1 Issuing procedures

You acknowledge that as at the Start Date, we have prepared and issued to you certain procedures about the use of the equipment we provide under these Common User Conditions (**Terminal Operations Procedures**).

You must comply with the Terminal Operations Procedures when using our equipment under these Common User Conditions.

#### 1.2 Process for changing procedures

We may, from time to time, amend the Terminal Operations Procedures by giving you notice of the changes. Before doing so, we will consult with you at least 30 days before the changes come into effect.

---

### 2 Repair and maintenance

#### 2.1 Your obligations

You must pay us for any repairs to, and maintenance of, the Counter Positions, Our Equipment, the BHS or any other property due to negligence, misuse or damage by you, your employees, agents or contractors.

#### 2.2 Our obligations

We must repair and maintain the Counter Positions, Our Equipment and the BHS at our own expense in circumstances other than set out in clause 2.1 of Part E.

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### 3 Responsibility for employees and agents

You are responsible for the conduct of your employees and agents. You must ensure they observe these conditions and the Standard Conditions.

When you use Our Equipment, you must also make sure that you provide adequate staff so that Our Equipment is operated as efficiently and effectively as possible for the benefit of all users.

We will provide You with training materials and training of a reasonable number of your employees and agents to act as trainers to enable You to implement competency based training and assessment of Your staff on key aspects of the operation of Our Equipment, including but not limited to:

- (a) Check-in facilities;
- (b) Aerobridges (including aircraft access via apron);
- (c) Nose-in Guidance Systems (NIGS) – where applicable;
- (d) Gate facilities.

---

### 4 Use of Our Equipment

#### 4.1 Proper care

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

#### 4.2 Repair of Our Equipment

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 engage any person except our employees, contractors or agents to repair the equipment.

#### 4.3 Access to carry out repairs

You must give us reasonable access to inspect and to repair Our Equipment.

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### 5 Termination of your right to use Counter Positions and BHS

#### 5.1 We may terminate your right to use the Counter Positions and the BHS

We may terminate your right to use the Counter Positions and the BHS immediately :

- (a) by giving you written notice if you omit or fail to observe a material condition and do not remedy the breach within 14 days of receiving a written notice from us to do so; or
- (b) when you cease to conduct or provide regular passenger air services at Brisbane Airport.

---

### 6 Handling Agents

#### 6.1 No inconsistent agreements with handling agents

Where you have an agreement with a handling agent, the terms of that agreement must not be inconsistent with any of these conditions.

#### 6.2 Handling agent to know about these conditions

You must inform the handling agent of your obligations under these conditions.

<p><b>7 Act, regulations and rules</b></p> <p><b>7.1 Our obligations under the Airports Act 1996 (Cth)</b></p> <p>You accept that we are responsible for administering Brisbane Airport in accordance with the <i>Airports Act 1996</i> and the <i>Airports (Transitional) Act 1996</i> and the regulations made under or by virtue of those Acts.</p> <p><b>7.2 No interference from you</b></p> <p>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.</p>	<p>definition or such other information as is agreed from time to time between us.</p> <p><b>11.3 Consent to disclosure of non-sensitive information</b></p> <p>You consent to us disclosing such details and information relating to these conditions as we consider necessary under the Airports Act 1996 (Cth) or any other legislation or in connection with the Brisbane Airport Master Plan approved or to be approved under the Airports Act 1996 (Cth) or as otherwise required under any lease or agreement between us and the Commonwealth of Australia.</p>
<p><b>8 Air Navigation Regulations</b></p> <p>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.</p>	<p><b>12 Provision of Domestic Passenger and aircraft data</b></p> <p><b>12.1 Use of Domestic Passenger data off-Brisbane Airport</b></p> <p>Where we wish to enter into commercial arrangements to supply non-sensitive information (from the information provided by you under clause 4 of the Standard Conditions) for use off-Brisbane Airport, you agree that we can do so as long as we require any recipient of the non-sensitive information to keep the non-sensitive information confidential. We agree not to release specific information which you advise is commercially sensitive to you on the basis that you will make such determination reasonably.</p>
<p><b>9 Prohibition on conducting unaccompanied baggage operations</b></p> <p>You must not use any Counter Positions 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.</p>	<p><b>13 Licence termination under the Airports Act 1996 (Cth)</b></p> <p><b>13.1 Requirements of the Airports Act 1996 (Cth)</b></p> <p>This licence terminates automatically upon the creation of an interest in this licence 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:</p> <ul style="list-style-type: none"> <li>(a) the operation of the whole, or a substantial part of, Brisbane Airport; and</li> <li>(b) the direction to be taken in the development of the whole, or a substantial part of, Brisbane Airport.</li> </ul>
<p><b>10 Not used</b></p> <p><b>11 Provision of International Passenger and aircraft data</b></p> <p><b>11.1 Use of International Passenger data off-Brisbane Airport</b></p> <p>Where we wish to enter into commercial arrangements to supply non-sensitive information (from the information provided by you under clause 4 of the Standard Conditions) for use off-Brisbane Airport, you agree that we can do so as long as we require any recipient of the non-sensitive information to keep the non-sensitive information confidential. We agree not to release specific information which you advise is commercially sensitive to you on the basis that you will make such determination reasonably.</p> <p><b>11.2 Meaning of non-sensitive information</b></p> <p>For the purposes of clause 11.1 and 12.1 of Part E, <b>non-sensitive information</b> is confined to mean generic passenger and aircraft arrival and departure information which does not specifically identify any particular airline unless that airline has given its consent to the release of information other than that specified in the</p>	<p><b>13.2 Sub-licence of this licence</b></p> <p>If there is a sub-licence of this licence or any further underlicence of this licence then this licence or any further underlicence of this licence must contain a provision to the same extent as this clause 13 of Part E.</p> <p><b>14 Meaning of words</b></p> <p><b>BHS</b> means the physical baggage handling system which transports baggage from some Counter Positions along</p>



conveyor belts to the Laterals (as more particularly described in our Terminal Operations Procedures) but does not include the transport of baggage from the laterals to aircraft.

**CUTE Equipment** means the equipment provided for the production of boarding passes and baggage tags, as described in our Terminal Operations Procedures.

**Departure/Arrival Equipment** means:

- (a) for the International Terminal - the aerobridge and nose-in guidance equipment listed in our Terminal Operations Procedures; and
- (b) for the Domestic Common User Terminal - the aerobridge, non-aerobridge gates and bays and the nose-in guidance equipment.

**FIDS** means our flight information display system.

**Our Duty Coordination Manager** means the person appointed by us to act as the Duty Coordination Manager.

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

**PA system** means our public address system throughout the International Terminal, the Domestic Common User Terminal and the General Aviation Terminal.

**Standard Conditions** means the standard conditions for Brisbane Airport Aviation Services and Charges as amended from time to time.

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 3 - Information required from occasional users of Brisbane Airport (clause 4.2)

### BRISBANE AIRPORT CORPORATION PTY LTD

#### AVIATION SERVICES AND CHARGES STANDARD CONDITIONS (CLAUSE 4.2)

#### INFORMATION REQUIRED FROM OCCASIONAL USERS

<b>Date</b>	.....
<b>Operator</b>	..... ABN.....
<b>Address</b>	..... .....
	Tel:.....
	Fax:.....
	Email.....

<b>General information</b>	Arrival date / time .....
	Departure date / time .....
	Aircraft Type .....
	Registration .....
<b>Certificate of Registration holder (if not Operator)</b>	Name .....
	Address .....
	Telephone .....
<b>Owner (if not certificate of registration holder)</b>	Name .....
	Address .....
	Telephone .....

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 4 - Information required from regular users of Brisbane Airport (clause 4.3)

BRISBANE AIRPORT CORPORATION PTY LTD

AVIATION SERVICES AND CHARGES STANDARD CONDITIONS E  
(CLAUSE 4.3)

### INFORMATION REQUIRED FROM REGULAR USERS

<b>Date</b>	.....
<b>Operator</b>	..... ABN.....
<b>Address</b>	..... .....
	Tel:.....
	Fax:.....
	Email.....

<b>Commencement date of Flight Schedule</b>	..... 200 .....
<b>Flight Schedule</b>	As per copy provided on ..... 200 ..... You must supply a copy of any new or amended Flight Schedule at least 30 days before the new or amended Flight Schedule is to take effect.
<b>Ground Handling</b> (Please tick the appropriate box)	<input type="checkbox"/> Existing ground handler will be used  <input type="checkbox"/> Will self-handle (after a Ground Handlers Agreement is signed)  <input type="checkbox"/> No ground handling required

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 5 – Aviation Charges (clause 8)

In this Schedule 5 and in clause 4, the following definitions apply:

- (a) **Domestic On-carriage Passenger** means a passenger flying between Brisbane and another Australian airport on a service with the ultimate origin/destination overseas. Passengers concerned embark and disembark at Australian airports through the international terminal.
- (b) **Domestic Passenger** means a person travelling on your aircraft (excluding Infants, Operating Crew and Positioning Crew but including Transfers and Transits) arriving at or departing from the Domestic Terminal or the General Aviation Terminal.
- (c) **Infant** means a person up to the age of 2 years who does not occupy his or her own seat on the aircraft.
- (d) **International Passenger** means a person travelling on your aircraft (excluding Infants, Operating Crew, Positioning Crew, Transfers and Transits but including Domestic On-carriage Passengers) arriving at or departing from the International Terminal.
- (e) **Non Scheduled Air Service Landing** means an International or Domestic air service landing that is not scheduled e.g. non RPT positioning flights, diversions and training flights (as set out in Schedule 5).
- (f) **Operating Crew** means airline employees operating as flight or cabin crew on an arriving or departing aircraft at Brisbane Airport.
- (g) **Positioning Crew** means airline flight and cabin crew, other than Operating Crew, arriving into, or departing from, Brisbane Airport on company duty travel for the purposes of positioning for, or returning from, crewing duties.
- (h) **Transfers** means Transfer Passenger (Domestic) and Transfer Passenger (International).
- (i) **Transfer Passenger (Domestic)** means a Domestic Passenger whose origin and destination is an airport in Australia, other than Brisbane Airport, serviced by a different flight on the next possible connection, but excludes any overnight and up to 24 hour connections.
- (j) **Transfer Passenger (International)** means an International Passenger who arrives at Brisbane Airport by aircraft on one international flight and connects to, and departs Australia by, another international flight at Brisbane Airport and who is not processed by Australian immigration officials or the Australian Customs Service at Brisbane Airport.

## Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

Type of Aviation Charge	Services	Basis for the Aviation Charge	01/09/12 - 30/06/13 ex GST	01/07/13 - 30/06/14 ex GST	01/07/14 - 30/06/15 ex GST	01/07/15 - 30/06/16 ex GST	01/07/16 - 30/06/17 ex GST	01/07/17 – 30/06/18 ex GST	01/07/18 – 31/12/18 Ex GST
<b>Passenger Service Charge – Qantas Terminal/Virgin Australia Terminal</b>	For the use of the Domestic Terminal, aprons and associated infrastructure	Charged per arriving and per departing Domestic Passenger (subject to Peak Period Pricing set out in this Schedule 5)	\$3.43	\$3.74	\$4.20	\$4.51	\$4.42	\$4.49	\$5.12
<b>Passenger Service Charge – Domestic Common User Terminal (including Aerobridge)</b>	For the use of the Domestic Common User Terminal, aprons and associated infrastructure (including aerobridges)	Charged per arriving and per departing Domestic Passenger (subject to Peak Period Pricing set out in this Schedule 5)	\$7.24	\$7.49	\$7.74	\$7.88	\$7.65	\$8.50	\$9.05
<b>Passenger Service Charge – Domestic Common User Terminal (excluding Aerobridge)</b>	For the use of the Domestic Common User Terminal, aprons and associated infrastructure (excluding aerobridges)	Charged per arriving and per departing Domestic Passenger (subject to Peak Period Pricing set out in this Schedule 5)	\$6.56	\$6.86	\$7.15	\$7.32	\$7.11	\$7.83	\$8.39
<b>Passenger Service Charge – International Terminal</b>	For the use of the International Terminal, aprons and associated infrastructure	Charged per arriving and per departing International Passenger	\$22.79	\$21.92	\$20.86	\$20.40	\$20.30	\$25.34	\$26.42

## Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

Type of Aviation Charge	Services	Basis for the Aviation Charge	01/09/12 - 30/06/13 ex GST	01/07/13 - 30/06/14 ex GST	01/07/14 - 30/06/15 ex GST	01/07/15 - 30/06/16 ex GST	01/07/16 - 30/06/17 ex GST	01/07/17 – 30/06/18 ex GST	01/07/18 – 31/12/18 Ex GST
<b>General Aviation, Freight, Diversions and Private Charter Fee</b>	For the use of the aprons and associated infrastructure	Charged on a per landed tonne MTOW pro-rata per landing at Brisbane Airport	\$6.78	\$7.10	\$6.88	\$6.61	\$6.37	\$7.51	\$7.66
<b>Passenger Service Charge – General Aviation Terminal</b>	For the use of the General Aviation Terminal	Charged on a per MTOW pro-rata per arrival at and per departure from Brisbane Airport				New service effective 01/10/2015 Charge for new service applies effective 01/07/2016	\$14.00	\$14.00	\$14.00
<b>Rotary Wing Aircraft Fee</b>	For the use of the aprons and associated infrastructure	Charged on a per landed tonne MTOW pro-rata per landing at Brisbane Airport	\$4.02	\$4.26	\$4.13	\$3.97	\$3.82	\$4.50	\$4.59

## Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

Type of Charge	Services	Basis for the Charge	Aircraft Maximum Take-off Weight (MTOW)	01/09/12 - 30/06/13 ex GST	01/07/13 - 30/06/14 ex GST	01/07/14 - 30/06/15 ex GST	01/07/15 - 31/12/15 ex GST	01/01/16 - 30/06/16 ex GST	01/07/16 - 31/12/16 ex GST	01/01/17 - 30/06/17 ex GST	01/07/17 - 30/06/18 ex GST	01/07/18 - 31/12/18 ex GST	
<b>Aircraft parking</b>	For use of any apron or parking area, outside of scheduled RPT service turnarounds	Charged per 24 hours (or part thereof) of parking for all aircraft. However, there are no charges for the first two hours.	0 to 5,000kg	\$33.60	\$33.00	\$33.00	\$49.80	\$66.60	\$83.40	\$100.00	\$100.00	\$100.00	
			5,001 to 20,000kg	\$56.00	\$55.00	\$55.00	\$66.30	\$77.60	\$88.90	\$100.00	\$100.00	\$100.00	\$100.00
			20,001 to 40,000kg	\$84.00	\$82.50	\$82.50	\$86.90	\$91.30	\$95.70	\$100.00	\$100.00	\$100.00	\$100.00
			40,001 to 100,000kg	\$134.40	\$132.50	\$132.50	\$135.80	\$139.20	\$142.70	\$146.30	\$146.30	\$146.30	\$146.30
			100,001 to 25,000kg	\$308.00	\$302.50	\$302.50	\$310.10	\$317.90	\$325.80	\$333.90	\$333.90	\$333.90	\$333.90
			250,001 to 400,000kg	\$448.00	\$440.00	\$440.00	\$451.00	\$462.30	\$473.90	\$485.70	\$485.70	\$485.70	\$485.70
			400,001kg +	\$593.60	\$583.00	\$583.00	\$597.60	\$612.50	\$627.80	\$643.50	\$643.50	\$643.50	\$643.50

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 6 – Government Mandated Charges (clause 9)

Type of Aviation Charge	Services	Basis for the Aviation Charge	01/09/12 - 30/06/13* ex GST	01/07/13 - 30/06/14* ex GST	01/07/14 - 30/06/15* ex GST	01/07/15 - 30/06/16* ex GST	01/07/16 - 30/06/17* ex GST	01/07/17 - 30/06/18* ex GST	01/07/18 - 31/12/18* ex GST
<b>Qantas Terminal/Virgin Australia Terminals – Government Mandated Charges</b>	For the services described in clause 9.2(e) (Other Services – additional security)	Charged per arriving and per departing Domestic Passenger	For the period 01/09/12 – 31/12/12 – \$0.14  For the period 01/01/13 – 30/06/13 – \$0.11#	For the period 01/07/13 – 31/12/13 – \$0.11#  For the period 01/01/14 – 30/06/14 – \$0.11#	For the period 01/07/14 – 31/12/14 – \$0.16#  For the period 01/01/15 – 30/06/15 – \$0.16#	For the period 01/07/15 – 31/12/15 – \$0.17#  For the period 01/01/16 – 30/06/16 – \$0.17#	For the period 01/07/16 – 31/12/16 - \$0.14#  For the period 01/01/17 - 30/06/17 - \$0.15#	For the period 01/07/17 to 31/01/18 - \$0.17#  For the period 01/02/18 - 30/06/18 - \$0.19#	For the period 01/07/18 to 31/12/18 - \$0.15#
<b>Domestic Common User Terminal – Government Mandated Charges</b>	For the services described in clause 9.2(c) (Domestic Common User Terminal checked bag screening), clause 9.2(d) (Domestic Common User Terminal passenger screening) and clause 9.2(e) (Other Services – additional security)	Charged per arriving and per departing Domestic Passenger	For the period 01/09/12 – 31/12/12 – \$1.62  For the period 01/01/13 – 30/06/13 – \$1.74#	For the period 01/7/13 – 31/12/13 – \$1.73#  For the period 01/01/14 – 30/06/14 – \$1.73#	For the period 01/7/14 – 31/12/14 – \$2.08#  For the period 01/01/15 – 30/06/15 – \$2.08#	For the period 01/7/15 – 31/12/15 – \$2.25#  For the period 01/01/16 – 30/06/16 – \$2.25#	For the period 01/07/16 – 31/12/16 - \$2.23#  For the period 01/01/17 - 30/06/17 - \$2.19#	For the period 01/07/17 to 31/01/18 - \$2.08#  For the period 01/02/18 - 30/06/18 - \$2.28#	For the period 01/07/18 to 31/12/18 - \$2.30#



## Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

Type of Aviation Charge	Services	Basis for the Aviation Charge	01/09/12 - 30/06/13* ex GST	01/07/13 - 30/06/14* ex GST	01/07/14 - 30/06/15* ex GST	01/07/15 - 30/06/16* ex GST	01/07/16 - 30/06/17* ex GST	01/07/17 - 30/06/18* ex GST	01/07/18 - 31/12/18* ex GST
<b>International Terminal – Government Mandated Charges</b>	For the provision of services described in clause 9.2(a) (International Terminal passenger screening), clause 9.2(b) (International Terminal checked bag screening) and clause 9.2(e) (Other Services – additional security)	Charged per arriving and per departing International Passenger	For the period 01/09/12 – 31/12/12 – \$3.39	For the period 01/07/13 – 31/12/13 – \$3.58 <sup>#</sup>	For the period 01/07/14 – 31/12/14 – \$3.87 <sup>#</sup>	For the period 01/07/15 – 31/12/15 – \$3.20 <sup>#</sup>	For the period 01/07/16 – 31/12/16 – \$3.20 <sup>#</sup>	For the period 01/07/17 to 31/01/18 – \$3.19 <sup>#</sup>	For the period 01/07/18 to 31/12/18 – \$3.60 <sup>#</sup>
			For the period 01/01/13 – 30/06/13 – \$3.36 <sup>#</sup>	For the period 01/01/14 – 30/06/14 – \$3.58 <sup>#</sup>	For the period 01/01/15 – 30/06/15 – \$3.87 <sup>#</sup>	For the period 01/01/16 – 30/06/16 – \$3.20 <sup>#</sup>	For the period 01/01/17 - 30/06/17 - \$3.06 <sup>#</sup>	For the period 01/02/18 - 30/06/18 - \$3.22 <sup>#</sup>	

\* charges for the period after 30/6/13 will be determined in accordance with clause 9 of the standard conditions

# adjustment following bi-annual reconciliation of Government Mandated Charges

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 7 - Credit Application Form (clause 11.1)

BRISBANE AIRPORT CORPORATION PTY LTD

### APPLICATION FOR CREDIT

TRADING NAME

--

BUSINESS NAME

TELEPHONE

	( )
--	-----

POSTAL ADDRESS

FAX

	( )
--	-----

### PROPRIETOR/S PARTICULARS

#### 1. SOLE TRADER

FULL NAME

DATE OF BIRTH

	/ /
--	-----

RESIDENTIAL ADDRESS

--

REGISTERED BUSINESS No.

DATE REGISTERED

TYPE OF BUSINESS

YEARS TRADING

--	--	--	--

BANK

BRANCH

--	--

#### 2. PARTNERSHIP

#### DETAILS OF ALL PARTNERS

FULL NAMES / PARTNERS ADDRESS

DATE OF BIRTH

(i)		/ /
(ii)		/ /
(iii)		/ /
(iv)		/ /

REGISTERED BUSINESS No.

DATE REGISTERED

TYPE OF BUSINESS

YEARS TRADING

--	--	--	--

BANK

BRANCH

--	--

#### 3. LIMITED COMPANY

NAME OF COMPANY

ACN

DATE OF INCORPORATION

		/ /
--	--	-----

REGISTERED OFFICE ADDRESS

--

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## DETAILS OF ALL DIRECTORS

FULL NAMES / DIRECTORS	RESIDENTIAL ADDRESS	DATE OF BIRTH
(i)		/ /
(ii)		/ /
(iii)		/ /
(iv)		/ /

## BRISBANE AIRPORT CORPORATION PTY LTD

### TRADE REFERENCES

NAME	TELEPHONE
(i)	( )
(ii)	( )
(iii)	( )

### MINIMUM OF 3 TRADING ACCOUNTS

**PLEASE SIGN BELOW  
UPON COMPLETION**

**CREDIT LIMIT  
REQUIRED**

\$

### SIGNED

1. .... 2. ....  
3. .... 4. ....

### PRIVACY ACT ACKNOWLEDGEMENT AND CONSENTS

1. **Acknowledgement**

The applicant(s) (“Operator”) acknowledge(s) that Brisbane Airport Corporation Pty Ltd has informed me/us in accordance with s 18E(8)(c) of the Privacy Act 1988 that certain items of personal information about me/us contained in this application or which may be subsequently obtained by Brisbane Airport Corporation Pty Ltd may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, discharges, cheques twice dishonoured and serious credit infringements.

2. **Applicant for credit’s consents**

The Operator consents:

- (a) to Brisbane Airport Corporation Pty Ltd obtaining from a credit reporting agency a credit report containing personal information about the Operator for the purpose of Brisbane Airport Corporation Pty Ltd:
- (i) collecting overdue payments in respect of commercial credit provided to me/us (Privacy Act s 18K(1)(h); and
  - (ii) assessing my/our application for commercial credit on an on-going basis (Privacy Act s 18K(1)(b); or
  - (iii) assessing my/our application for consumer credit (Privacy Act s 18L(4);
- (b) that Brisbane Airport Corporation Pty Ltd nominated trade insurer (if any) may obtain from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to Brisbane Airport Corporation Pty Ltd in relation to my/our

# **Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure**

application for commercial credit with Brisbane Airport Corporation Pty Ltd (Privacy Act s 18K(1)(e)); and

- (c) that Brisbane Airport Corporation Pty Ltd may give to and seek from any credit provider named in this application for credit or in a credit report issued by a credit reporting agency information about my/our credit arrangements, including any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act (s 18N(1)(b)).
-

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

## Schedule 8 – Service Level Commitments (clause 22)

### Introduction

#### *Background*

This Schedule 8 sets out the levels of service that we (**BAC**) will aim to meet in providing the Aviation Services and Government Mandated Services to you (**Operator**) in the Common User Terminals and, to the extent such services are applicable, to the General Aviation Terminal.

This Schedule 8 is in 2 parts:

- **Part 1** – our service level commitments;
- **Part 2** – what happens if we do not meet our service level commitments to you.

#### *Definitions*

In this Schedule 8:

- (a) **Common User Terminals** means the International Terminal and the Domestic Common User Terminal at the Airport.
- (b) **Operator's Affiliates** means any related body corporate of the Operator, or any service provider engaged by the Operator in performing the Operator's business activities.
- (c) **Service Level** means those service levels set out in Part 1.

Capitalised words in this Schedule 8 which are not specifically defined have the same meaning as in the standard conditions.

### **Part 1 – Our Service Level Commitments**

The table below (Table 1) sets out the Service Levels that BAC will aim to meet in providing certain Aviation Services and Government Mandated Services to Operators at the Common User Terminals:

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

**Table 1: Service Levels - Common User Terminals**

Area	Service Levels	The Operator's responsibility to assist with meeting Service Levels
<b>Check in counters - Condition</b>	<p>Counters cleaned daily and waste bins emptied as necessary during the day</p> <p>The Operator is able to access counters safely</p>	<p>The Operator's staff will place all of the Operator's rubbish and personal waste in the bins provided</p> <p>For common use counters, the Operator's staff will remove all consumables and other portable proprietary equipment when not in use by the Operator</p>
<b>Check in counters - Equipment</b>	<p>The following applies in relation to check-in counters which have actually been allocated by BAC in accordance with BAC's Allocation Rules</p> <p>Any check in counter equipment provided by BAC will be operational and ready for use a maximum of:</p> <ul style="list-style-type: none"> <li>• 120 minutes prior to the scheduled departure of each of the Operator's domestic flights; and</li> <li>• a maximum of 150 minutes prior to the scheduled departure of each of the Operator's international flights</li> </ul>	<p>The Operator will ensure staff are appropriately trained in proper use of check in, and take all reasonable care when using equipment, as it would affect BAC provided equipment</p> <p>If BAC allows the installation of proprietary equipment, the Operator will be responsible for the functionality and reliability of any proprietary check-in equipment installed on the Operator's behalf</p> <p>Sufficient number of appropriately trained staff making efficient use of the check-in counters &amp; related equipment that is available</p>
<b>Security Screening &amp; Equipment</b>	<p>Security screening function is provided in accordance with all applicable aviation transport security regulations</p> <p>Security or any other operational incidents (which have a direct impact on airline operations or the security screening of the Operator's passengers) are advised to the Operator's nominated representative</p>	<p>The Operator will advise BAC's nominated representative of any security incident which has the potential to impact security at the Airport</p>

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

<b>Inwards Baggage System</b>	Operational carousel to allow efficient and timely collection of baggage by passengers	The Operator will employ sufficient resources (to at least the industry standard) to unload aircraft
<b>Air-conditioning</b>	Room temperatures to be maintained within comfort zones reasonably applicable to the relevant spaces	Reporting of faults and difficulties
<b>General Services - Electrical &amp; Water Supply</b>	Service maintained to support normal airline operations	Reporting of faults and difficulties
<b>Standby Power</b>	Standby power available for essential operational equipment including lighting, conveyor systems, air supply fans	Only essential electrical equipment to be connected to stand by power  The Operator is responsible for providing UPS for any equipment installed in the Common User Terminals on its behalf

The table below (Table 2) sets out the Service Levels that BAC will aim to meet in providing certain Aviation Services to Operators at the General Aviation Terminal. However the provisions of Part 2 of this Schedule 8 do not apply to the General Aviation Terminal:

**Table 2: Service Levels – General Aviation Terminal**

<b>Area</b>	<b>Service Levels</b>	<b>The Operator's responsibility to assist with meeting Service Levels</b>
<b>Check in counters - Condition</b>	Counters cleaned Monday to Friday and waste bins emptied as necessary during the day  The Operator is able to access counters safely	The Operator's staff will place all of the Operator's rubbish and personal waste in the bins provided  For common use counters, the Operator's staff will remove all consumables and other portable proprietary equipment when not in use by the Operator
<b>Check in counters - Equipment</b>	The following applies in relation to check-in counters which have actually been allocated by BAC in accordance with BAC's Allocation Rules <ul style="list-style-type: none"> <li>Any check in counter equipment provided by BAC will be operational and ready for use a</li> </ul>	The Operator will ensure staff are appropriately trained in proper use of check in, and take all reasonable care when using equipment, as it would affect BAC provided equipment  If BAC allows the installation of proprietary equipment, the Operator will be responsible for the functionality and reliability of any

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

Area	Service Levels	The Operator's responsibility to assist with meeting Service Levels
	maximum of 120 minutes prior to the scheduled departure of each of the Operator's flights.	proprietary check-in equipment installed on the Operator's behalf Sufficient number of appropriately trained staff making efficient use of the check-in counters & related equipment that is available
<b>Air-conditioning</b>	Room temperatures to be maintained within comfort zones reasonably applicable to the relevant spaces	Reporting of faults and difficulties
<b>General Services - Electrical &amp; Water Supply</b>	Service maintained to support normal airline operations	Reporting of faults and difficulties
<b>Standby Power</b>	Standby power available for essential operational equipment including lighting, conveyor systems, air supply fans	Only essential electrical equipment to be connected to stand by power The Operator is responsible for providing UPS for any equipment installed in the Common User Terminals on its behalf

## Part 2 – Failure to Meet Service Level Commitments

### 1. Definitions

In this Part 2:

- (a) **Delay** means a greater than 30 minute difference between the actual arrival or departure time and the respective scheduled arrival or departure time which is caused, or significantly and materially contributed to, by a failure to meet the Service Levels, taking into account the following parameters:
- (i) arrival time is “on blocks” time at the aircraft parking gate;
  - (ii) departure time is “off blocks” time for pushback or commencement of roll for power out operations;
  - (iii) measurement of the duration will be based on records held in dedicated airline departure control systems and BAC's airport management system;
  - (iv) the duration of time will be reduced by any period of delay caused by an Excluded Event.



# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

- (b) **Excluded Event** means any of the following:
- (i) the act or omission of, or breach of these standard conditions by, the Operator or an Operator's Affiliate. This includes a failure to meet the Operator's responsibilities in the table in Part 1 of this Schedule 8;
  - (ii) the acts or omissions of third parties (including other operators using the Airport, Airservices Australia and any utility provider (for example power or water providers)), but not the failure of a contractor engaged by BAC, to the extent to which that contractor is engaged in BAC's business activities;
  - (iii) any event which is beyond the reasonable control of BAC, including an airport safety or security emergency, war, terrorism, riot, natural disaster, industrial dispute, changes to (or new) legislative requirements or court orders;
  - (iv) planned or unplanned interruptions and shutdowns, provided BAC has complied with the requirements of clause 7 of the standard conditions.

## 2. Rebate for Delay

(a) **Application of this clause**

Subject to this clause 2, if BAC fails to meet a Service Level, then BAC will pay the Operator a rebate if the Operator's Aircraft suffers a Delay.

(b) **Sole remedy**

The Operator agrees that payment in accordance with this Part 2 of Schedule 8 is the Operator's sole remedy against BAC and BAC will not have responsibility for losses resulting from a failure to provide the relevant Aviation Services and Government Mandated Services in accordance with the Service Levels described in clause 1 of Part 1, except as provided for in this Part 2 of Schedule 8.

(c) **Circumstances entitling a rebate**

If after proper investigation and acting reasonably, the Operator establishes that:

- (i) the cause of BAC's failure to meet a Service Level:
  - (B) is within the power and control of BAC and reasonably foreseeable; and
  - (C) has not been caused or contributed to by an Excluded Event;
- (ii) the failure has resulted in a Delay to the arrival or departure of Operator's aircraft; and
- (iii) the Operator has taken all reasonable steps to mitigate the length or consequence of BAC's failure to meet the Service Levels,

# **Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure**

then the Operator is entitled to a rebate, as set out in clause 2(d).

(c) **Amount of rebate**

The rebate will be equal to all Aviation Charges payable to BAC under these standard conditions associated with the aircraft movement that has been Delayed.

(d) **Notice requirements**

If the Operator considers there has been a failure to meet the Service Levels that has led to a Delay it must give BAC a notice within three days after the commencement of the failure, setting out the reasons why the Operator considers that is the case.

Within 30 days after BAC receives the notice from the Operator, BAC must respond in detail to the Operator either:

- (i) accepting that there has been a failure and that a rebate applies in respect of the failure; or
- (ii) disputing that a rebate applies and setting out the reasons why BAC considers that is the case.

(e) **Disputes about rebates**

If BAC and the Operator are in dispute in relation to any matter in relation to this Part 2 of Schedule 8, the dispute resolution procedure in clause 19 will apply.

(f) **Circumstances excluding a rebate**

The Operator has no entitlement to any rebate under this Schedule 8 if at any time between the time of the Delay giving rise to the claim and the time the rebate is determined, either of the following applies:

- (i) the Operator has failed to pay the Aviation Charges and Government Mandated Charges in accordance with clause 10 of the standard conditions; and
- (ii) the Operator has failed to provide information to BAC in accordance with clause 4.5 of the standard conditions (which is the information used by BAC to calculate Aviation Charges).

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

Dated: 1 September 2012

# Brisbane Airport Aviation Services and Charges Agreement – Terminals, Aprons & Related Infrastructure

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