

Conditions of Use

Effective as of 30 May 2016



Gladstone Airport Conditions of Use

Cancellation of previous conditions

These *conditions* replace and cancel all previous agreements and arrangements between *you* and *us* concerning *your* use of the *Airport* and the *Services*. However, rights that exist at the time of cancellation are not affected.

What are these conditions about?

These are the *conditions* under which *you* use the *Airport* and the *Services* and are current until *we* vary them as set out below. Words that appear *like this* have the meanings given in the Meaning of Words (clause 27).

These *conditions* only apply to the extent that *you* do not have a separate contract with *us* about *your* use of the *Airport* and the *Services*.

Please read these *conditions* carefully as using the *Airport* or any of the *Services* *you* acknowledge *your* acceptance of these *conditions*.

Questions?

If *you* have any questions about these *conditions* or the operation of the *Airport* *you* should contact the Chief Executive Officer, Gladstone Airport Corporation.

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1. Use of Airport

- 1.1 These are the *conditions* under which *you* use *our* Airport and any *Services* at *our* Airport. By using the *Airport* or any of the *Services* you acknowledge *your* acceptance of these *conditions*.
- 1.2 You agree that:
- (a) access to *our* Airport and provision and use of *Services* is subject to:
 - (i) *your* payment of the *Airport Charges* and *Airport Security Services Charges*;
 - (ii) *your* good conduct and compliance with reasonable and lawful directions given by GAC employees;
 - (iii) compliance with all relevant legislation: and
 - (iv) the demands of other users of the *Airport*;
 - (b) use of the *Airport* and the *Services* may be constrained by *Relevant Law*;
 - (c) except as otherwise specified, these *conditions* apply in relation to:
 - (i) *RPT Operations*;
 - (ii) *General Aviation Operations*;
 - (iii) *Charter Operations*;
 - (iv) *Domestic Operations*; and
 - (v) *Regional Operations*;
 - (d) *International Operations* may be conducted at the *Airport* subject to regulatory approvals; and
 - (e) *we* may close all or any part of the *Airport* and withdraw all or any of the *Services*, for any period *we* consider appropriate when in *our* opinion it is reasonably necessary to do so, including (but not limited to) for operational, safety, security, upgrade, development, construction or maintenance reasons or because of events beyond *our* control.
- 1.3 You agree that these *conditions* must be read in conjunction with applicable Commonwealth, state and local laws, including, but not limited to, *Local Law No. 5 (Parking) 2011* and *Subordinate Local Law No. 5 (Parking) 2011*.
- 1.4 You accept that, where *we* have a contractual or other relationship with *you* in respect of *your* use of the *Airport* or the *Services*, unless otherwise specified, those conditions will not prevail, to the extent of any inconsistency, over anything in these *conditions*.
- 1.5 If *you* are using the *Airport* for *RPT Operations*, *Charter Operations*, *General Aviation Operations*, or otherwise in relation to *Aircraft*, *you* must provide *us* with information as required under Schedule 5 (as applicable).

2. Currency

- 2.1 These *conditions* take effect from the effective date specified on the front page of these *conditions* and, as varied according to clause 10, are current until we replace them.
- 2.2 We may waive compliance with all or any of these *conditions* for a period, indefinitely or permanently. However, a waiver will only be effective if it is in writing.

3. Compliance with Laws, Policies and Procedures

- 3.1 When using *our Airport* or any *Service* at *our Airport* you must comply with:
- (a) all *Relevant Laws*;
 - (b) these *conditions*;
 - (c) other standard operating procedures, conditions, instructions, orders and directions notified by *us* from time to time as may in *our* opinion be reasonably necessary to protect *our* legitimate interests or those of other users of the *Airport*;
 - (d) all rules and regulations, orders, instructions, directions and notices (including those relating to operations, safety and security and air traffic control) issued or given by CASA, AirServices Australia, the Department of Infrastructure and Regional Development, a local government or any other authority;
 - (e) the *Airport Rules*;
 - (f) any applicable requirement to obtain and observe the relevant operator licences issued by *us* which include, without limitation, *Airside* licences, *Airside* driving licences, ASICs and VICs; and
 - (g) directions from anyone entitled by any *Relevant Law* to give them.
- 3.2 You are responsible for familiarising *yourself* with those matters referred to in clause 3.1.
- 3.3 You must not do anything which may cause *us* to breach any *Relevant Law*.
- 3.4 Nothing in these *conditions* operates to exclude, restrict or modify the application of any *Non-Excludable Obligation*.

4. Safety, Security and Screening Generally

- 4.1 You must comply with any safety or security requirement of which *we* notify *you* from time to time, including (but not limited to) *our* security policies as amended from time to time, including those policies in relation to, or which implement the requirements of the *Security Laws*.
- 4.2 You acknowledge that *you* or *your Aircraft* may be subject to inspection and screening before accessing, and while present on, the *Airside* of the *Airport*.
- 4.3 If *we* elect to, or, by *Relevant Laws*, are required to, provide any *Airport Security Services* or arrange for any policing or other security services at the *Airport*, you must pay the *Airport Security Services Charges* in accordance with clause 9.

5. Access to Airside Security Restricted Areas

- 5.1 You acknowledge and agree that access to any *Airside* areas is restricted to those persons:

- (a) having authority to access the *Airside* area;
- (b) holding and displaying a valid ASIC or escorted by a person holding and displaying a valid ASIC; and
- (c) having a lawful requirement to access *Airside* security restricted areas,

and that *you* must not permit or authorise any person to access the *Airside* other than in accordance with the *Security Laws*.

- 5.2 *You, as an Aircraft Operator or Aircraft Owner, must ensure all persons using the Aircraft or any of the Services in relation to the relevant Aircraft, comply with the Relevant Laws including, without limitation, the Security Laws.*
- 5.3 *You must not operate a vehicle Airside or operate a piece of mobile equipment Airside unless and until:*
- (a) *you* hold a valid ASIC;
 - (b) hold a valid VIC and are escorted by a valid ASIC holder; and
 - (c) *you* hold all appropriate approvals and permits for the use of vehicles and motorised mobile equipment *Airside* as required by *us* from time to time.

6. Common User Facilities Conditions

- 6.1 *If you are an Aircraft Owner, Aircraft Operator or Handling Agent and you use the Common User Facilities at the Airport, you must comply with the Common User Facility Conditions in Schedule 6.*
- 6.2 *Without limiting clause 6.1, if you conduct RPT or Charter Operations and use the Common User Facilities for checking in Passengers, then you must make arrangements to use the current CUTE for checking in Passengers.*

7. Ground Handling Services

- 7.1 *In respect of Ground Handling Services:*
- (a) *if you carry out your own Ground Handling Services, you must consult with and negotiate commercial terms and conditions with us for the provision of necessary space and support services; and*
 - (b) *if you are a Handling Agent used in relation to RPT or Charter Operations, you must hold a license to operate at the Airport and have a separate agreement with us in respect of your operations.*

8. Moving Aircraft

- 8.1 *Without limiting clause 3, we may direct you at your cost to:*
- (a) *move your Aircraft to another position at the Airport; or*
 - (b) *remove your Aircraft from the Airport,*

for reasons including, but not limited to, operational, safety, security, upgrade, development, construction or maintenance purposes, or for any reason where necessary to protect our legitimate interests or those of other users of the Airport.

- 8.2 Where we give a direction under clause 8.1, *you* must comply with that direction within a period of time that we consider to be reasonable in the circumstances.
- 8.3 If *you* do not comply with *our* direction within that time as required under clause 8.2:
- (a) we may move or remove the *Aircraft* according to the procedures in Schedule 2; and
 - (b) *you* must pay:
 - (i) all costs associated with *us* moving your *Aircraft*; and
 - (ii) a charge equivalent to the landing charge as specified in the *Airport Charges* for every hour or part of an hour during which the *Aircraft* remains in position after the period specified by *us* for the moving or removing of the *Aircraft* has expired.

9. Payment of Charges

- 9.1 *You* must pay *us* the *Charges*.
- 9.2 The amount of the *Charges* is calculated in accordance with Schedule 1, as varied from time to time.
- 9.3 Notwithstanding the issuing or otherwise of any invoice by *us* or our agent, the *Charges* are due and payable when *you* use the *Airport* or the *Services* at the *Airport* (as applicable), and must be paid:
- (a) the date *your Aircraft* leaves the *Airport*; or
 - (b) within 14 days after the date of the use of the *Airport* to which the relevant *Charges* relate,
- unless *you* have made *Other Payment Arrangements* with *us*.
- 9.4 *You* must not make any set-off against or deduction from any *Charges*.
- 9.5 *You* will be liable for *Charges* whether or not *your Aircraft* was used with *your* permission.
- 9.6 For the avoidance of doubt, *you* may be liable to pay additional *Charges* in relation to services not covered by these conditions, including the *Excluded Services*.

10. Varying Conditions (including Charges)

- 10.1 We may vary these *conditions* (including by imposing additional *Charges* or varying existing *Charges*) at any time.
- 10.2 Any variation under clause 10.1 will take effect from the date nominated by *us*, provided that we publish the proposed changes to these *conditions* on *our* website at least 30 days before the nominated date, unless the safety or security or the *Airport* is affected, in which case the change will have immediate effect.
- 10.3 At *our* absolute discretion, we may at *your* request vary these *conditions* as they apply to *you*, but that variation must be agreed in writing and must comply with all *Relevant Laws*.

11. Payment Method

- 11.1 Payments to *us* may be made by funds transfer, direct debit, credit card or cash (AUD)
- 11.2 If *your* payment by direct debit is agreed by *us*,
- (a) *you* must provide *us* with a completed *Payment Authority Form*;
 - (b) *we* will debit each amount from *your* nominated account 7 days after the amount is first due and payable; and
 - (c) *you* must inform *us* of any error in the account details in *your Payment Authority Form* or any other matter affecting *our* ability to obtain payment, as soon as practicable after *you* become aware of it.
- 11.3 *You* may apply to *us* for a credit account in relation to the *Charges* *you* may incur.
- 11.4 *We* may require that *your* application be accompanied by a completed credit application (in the form *we* determine from time to time). Based on that application and reports issued by any credit rating agency, *we* will determine the extent (if any) to which *we* will extend *you* credit. As a condition of extending *you* credit, *we* may require a *bank guarantee* or bond in *our* favour on terms satisfactory to *us*.
- 11.5 If *you* hold a credit account with *us*, *we* may at any time require *you* to submit a completed credit application so that *we* can review the extent (if any) to which *we* will continue to extend *you* credit. If *we* decide to continue extending *you* credit, *we* may as a condition of doing so require a *bank guarantee* or bond in *our* favour on terms satisfactory to *us*. If *we* decide to discontinue extending *you* credit, the balance then owing on *your* credit account becomes due and payable immediately.
- 11.6 If *you* do not hold a credit account with *us*, *we* may require *you* to pay the *Charges* *you* incur before *you* remove *your Aircraft* from the *Airport*.

12. Failure to Pay

- 12.1 *You* must notify *us* immediately *you* become aware that *you* will or might be unable to pay a *Charge* in accordance with these *conditions*.
- 12.2 Neither *your* giving, nor *our* receipt, of that notice, affects *our* rights under these *conditions*.
- 12.3 If *you* do not pay an amount *you* owe *us* on time, *you* are liable to pay interest on that amount from and including the date that it was first due and payable to and including the day *you* pay it in full and all interest accrued on it.
- 12.4 Interest will be calculated daily at the *Interest Rate*.
- 12.5 *We* may recover from *you* amounts *you* owe in relation to the use of the *Airport* or any *Service*.
- 12.6 *You* must pay all *our* costs on a full indemnity basis in recovering from *you* any money due to *us* under these *conditions*.

13. Extended Failure to Pay

- 13.1 If *you* fail to pay a *Charge* within 28 days of the date that the relevant *Charge* is due and payable, *we* may:
- (a) refuse to allow *your Aircraft* to use the *Airport*;

- (b) use reasonable means to physically detain *your Aircraft* or have a lien over any of *your Aircraft* until *you* have paid the *Charges*, all interest on the *Charges* and any other costs *we* have incurred as a result of *you* not paying the *Charges*;
- (c) use reasonable means to physically detain any property of *yours* which is located on the *Airport*; and
- (d) refuse *you* or any *Associate* access to the *Airport*.

13.2 If:

- (a) on 2 or more occasions *you* have failed to pay *Charges* in accordance with these *conditions* (whether or not *you* have subsequently paid those *Charges*); or
- (b) *we* have at any time commenced court action to recover a debt *you* owe *us*,

then *we* may require *you* to provide *us* with an unconditional *bank guarantee* or bond in accordance with clause 22, except that the notice period referred to in clause 22.1 for providing the *bank guarantee* or bond is 7 days.

13.3 Where *we* have required *you* to provide *us* with an unconditional *bank guarantee* or bond under clause 13.2, *we* may:

- (a) refuse to allow any or all of *your Aircraft* to use the *Airport*; and
- (b) refuse *you* or any *Associate* access to the *Airport*,

until *you* have provided the relevant *bank guarantee* or bond. *You* may also be required to provide a top-up *bank guarantee* for an amount nominated by GAC otherwise clause 13.3 (a) and (b) will be applied.

14. Disputes

- 14.1 If *you* notify *us* within 7 days of a *Charge* being due and payable **OR** the date of an invoice for a *Charge* that *you* dispute any part, or all of, the payment of the *Charge*, and in *our* reasonable opinion *you* have grounds to dispute such payment, *we* will negotiate with *you* in good faith with a view to resolving the dispute. If only part of a *Charge* is disputed, *you* must pay the remainder by the due date.
- 14.2 If, in *our* reasonable opinion, *you* have no reasonable grounds for disputing the payment of a *Charge*, *you* must pay the invoice by its due date or, if that has passed, immediately.

15. Detention or Sale of Aircraft

- 15.1 If any *Charge* is not paid within 45 days of the date that the relevant *Charge* was due and payable, *we* may detain *your* aircraft or sell *your Aircraft*, or any other property of *yours* at the *Airport*, in accordance with Schedule 3.
- 15.2 To the full extent allowed by law *we* are not liable for any loss, liability or expense *you* incur arising out of or in any way connected with:
- (a) anything *we* do or do not do, in exercising *our* right of sale under these *conditions*;
 - (b) *our* application or payment of sale proceeds; and
 - (c) the right of detention and/or sale is not lost if the aircraft has departed from the *Airport*. The right of detention and/or sale continue and is exercisable by GAC at any time when the relevant *Aircraft* is at the *Airport*.

16. Car Parking at the Airport

16.1 Car park conditions of entry

- (a) *We may, from time to time, issue conditions of entry to the car parking facilities at the Airport. By entering and/or using the car parking facilities at the Airport you are deemed to have accepted and are bound by the conditions of entry set out in this clause 16 and Schedule 7 (as changed, replaced or waived by us from time to time).*
- (b) Without limiting clause 16.1(a) above:
 - (i) if *you* enter and/or use the general public car parking facilities, the conditions of entry set out in Item 1 of Schedule 7 will apply (as amended in *our* sole discretion from time to time); and
 - (ii) if *you* enter and/or use the employee car parking facilities, the conditions of entry set out in Item 2 of Schedule 7 will apply (as amended in *our* sole discretion from time to time).

16.2 Parking by your Personnel and Visitors

- (a) *You agree that any vehicle brought to the Airport by any of your Personnel or any other person having reason to visit you in connection with your use of the Airport must be parked in accordance with the requirements of these conditions and our rules and reasonable directions in relation to the use of the Airport and the Services given from time to time.*
- (b) *Your Personnel must at all times park their vehicles in the designated employee car parking facilities and not use car parking facilities designated for use by the general public. When using the designated employee car parking facilities, you and your Personnel must clearly and prominently display a permit on the dashboard of the relevant vehicle.*

16.3 Permits

In designated permit zones (as determined by *us* from time to time):

- (a) a permit must be obtained from *us* prior to parking any vehicle in that zone;
- (b) a permit will only be given by *us* for a period necessary to enable specific operations; and
- (c) parking for private use or travel of any kind is prohibited.

16.4 Car parking fees

We may charge you a fee for parking on both Airside and landside Airport land. You must pay any such fee on terms notified by us from time to time.

16.5 Infringement notices and towing of vehicles and equipment

- (a) *We may enter, move or tow away your vehicle and equipment if we decide reasonably that it is necessary for operational or safety reasons or where you have breached these conditions (including for non-payment of car parking fees). We may issue you with an infringement notice and/or charge you a reasonable amount for moving your vehicle if you breach these conditions or local laws of the Gladstone Regional Council.*

- (b) You agree, by parking any vehicle on any *Airside* or landside *Airport* land, that:
- (i) any towing or removal of *your* motor vehicle from the *Airport* will be undertaken by *our* towing contractor at *your* expense and *your* risk;
 - (ii) *you* irrevocably release *us* from any claim (including arising out of *our* negligence) which *you* may otherwise have against *us*;
 - (iii) *you* indemnify *us* against any claim brought against *us* (including arising out of *our* negligence) that arises or is in any way connected with *your* entrance onto the property, or the removal of the motor vehicle; and
 - (iv) for recovery of *your* motor vehicle, *you* are required to make arrangements directly contact the towing contractor.

17. Use of Airport and Services After Hours

- 17.1 Subject to this clause 17, *you* must not use the *Airport* or *Services* outside of the *Airport's* published operating hours (as notified by *us* from time to time) unless:
- (a) *you* have *our* prior written permission to do so; and
 - (b) arrangements have been put in place to facilitate *your* use of the *Airport* and *Services* outside of the *Airport's* published operating hours.
- 17.2 *You* must notify *us* as soon as practicable that *you* require use of the *Airport* and *Services* outside of the *Airport's* published operating hours (for example, the late arrival of a *RPT Operations* flight).
- 17.3 *You* acknowledge that *we* incur additional costs, including employment and other costs, in keeping the *Airport* open beyond normal operating hours where *you* operate outside of these times and that *we* are entitled to levy the *After Hours Charge* on *your* use of the *Airport Facilities* and *Services* in these circumstances
- 17.4 If *you* operate outside the published operating hours, *you* agree to pay the *After Hours Charge*:
- (a) in addition to any other *Airport Charges* and *Airport Security Services Charges* which may be applicable; and
 - (b) in hourly blocks, notwithstanding that the *Airport* was only kept open for part of an hour.
- 17.5 *We* will not charge the *After Hours Charge* if the *Airport* only remains open for an additional 30 minutes which occurs either immediately before or immediately after the published operating hours. However, use of the *Airport* before or after this 30 minute period will be charged for at least the first full hourly *After Hours Charge*.

18. Certain Commercial Activities Prohibited

- 18.1 *You* must not engage in the supply of goods or services at the *Airport* except where the supply:
- (a) relates to air transport services or services relating to *Aircraft* by, or at the request or direction of, the *Aircraft Operator* or *Aircraft Owner*; or
 - (b) is otherwise authorised in writing by *us* (including pursuant to a lease, licence or concessionaire agreement whereby *we* authorise *you* to conduct a business for the supply of goods or services).

19. Liability

- 19.1 We do not make any representation or warranty in connection with the *Airport* or any *Service*.
- 19.2 Except in relation to *Non-excludable Obligations*, our liability to you arising directly or indirectly out of or in connection with your use of the *Airport* or any *Service* or our exercise of any powers under these *conditions* or any *Relevant Law* (whether arising under any indemnity, statute, bailment, in tort (for negligence or otherwise), or on any other basis in law or equity) is limited as follows:
- (a) we will have no liability whatsoever for:
 - (i) any loss of or damage to an *Aircraft*, its equipment or its load;
 - (ii) any loss of or damage to any of your property;
 - (iii) any loss of or damage to the property of the *Crew* or *Passengers* of an *Aircraft*;
 - (iv) any loss or damage you suffer for any reason because the *Airport* or any part of it is closed or any *Service* at the *Airport* is unavailable;
 - (v) any personal injury or death in any way associated with your *Aircraft* or your use of the *Airport*;
 - (vi) any loss or damage in relation to our exercise or purported exercise of rights conferred on us by these *conditions*; and
 - (vii) any loss, harm, damage, cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or loss of production), and
 - (b) the aggregate of our liability is otherwise limited to an amount not exceeding the aggregate of the previous 3 months' *Charges* paid or payable by you to us.
- 19.3 If we are liable for breach of any *Non-excludable Obligation*, then, to the full extent allowed by law, our liability to you is limited to:
- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

20. Statutory Terms

- 20.1 To the full extent allowed by law, we expressly exclude all *conditions*, warranties, guarantees, rights, remedies, liabilities, representations and other terms in connection with the use of the *Airport* or any *Service* which would otherwise be implied by any *Relevant Law*, statute, custom or the common law.

21. Indemnities

- 21.1 Nothing in this clause 21 requires you to indemnify us against any loss, liability or expense we incur to the extent caused by our negligence, or our material breach of these *conditions*.

- 21.2 To the full extent allowed by law, *you* indemnify *us* against any loss, liability or expense arising out of a third party claim in any way connected with *your* use of, or presence on, the *Airport* (or that of *your Aircraft*) or *our* exercise of any power under these *conditions*, whether arising in contract, tort (including negligence), bailment or otherwise.
- 21.3 *You* indemnify *us* against loss, liability or expense *we* incur as a result of *your* negligence or breach of any of these *conditions*.
- 21.4 *You* indemnify *us* against loss, liability or expense arising out of:
- (a) any damage *your Aircraft* causes to the *Airport* or *Services* or any other property of *ours*;
 - (b) *our* moving, removing or detaining any of *your Aircraft*;
 - (c) claims for personal injury, death, loss, liability or expense caused or contributed to by *you*.
- 21.5 *You* indemnify *us* against any loss, liability or expense arising out of a claim in any way connected with the sale of *your Aircraft* or any other property of *yours* which is conducted in accordance with these *conditions*.
- 21.6 An indemnity in *our* favour is also given for the benefit of *our* officers, employees, agents or contractors.
- 21.7 *We* need not incur expense or make payment before enforcing any right of indemnity under these *conditions*.
- 21.8 Each indemnity in these *conditions* is a continuing obligation, separate and independent from *your* other obligations and survives termination of these *conditions*.

22. Security

- 22.1 *You* must on 30 days' notice provide *us* with a *bank guarantee* or bond in *our* favour to secure *your* obligations under these *conditions*.
- 22.2 The amount of the *bank guarantee* or bond will be the greater of:
- (a) \$10,000;
 - (b) the aggregate of the previous 3 months *Charges* paid or payable by *you* to *us*; or
 - (c) if *we* consider that this amount is inadequate to protect *our* legitimate interests, any other greater amount *we* consider reasonably necessary to protect *our* legitimate interests,
- and otherwise on terms *we* consider reasonably necessary to protect *our* legitimate interests.
- 22.3 *We* may on 30 days written notice require *you* to increase the amount of the *bank guarantee* or bond if:
- (a) *you* fail to pay any *Charges*; or
 - (b) *you* fail to comply with any of these *conditions*.
- 22.4 If *you* fail to pay any *Charges* or damage the *Airport* or the *Services* *we* can call on the *bank guarantee* or bond without notice to *you*.

- 22.5 If the *bank guarantee* or bond is called on, *you* must immediately provide *us* with a further *bank guarantee* or bond in the amount last required by this clause 22, failing which clause 12 will apply as if the reference to an amount due is a reference to a *bank guarantee* or bond.
- 22.6 If required by *us*, *you* must provide sufficient information relating to the legal ownership of *your Aircraft* to allow *us* to register a security interest under the *Personal Properties Securities Act 2009* (Cth).
- 22.7 *You* warrant to *us* that *you* have advised *us*, and will advise *us* of all security interests registered under the *Personal Properties Securities Act 2009* (Cth) in relation to *your Aircraft*.

23. Insurance

- 23.1 If *you* are an *Aircraft Owner*, *Aircraft Operator* or *Handling Agent*, *you* must maintain:
- (a) insurance covering any liability (including defence costs) in respect of loss or damage to real or personal property, personal injury, disease or death and economic loss claims in the amount of \$20,000,000 for any one claim arising out of or in connection with *your* use of the *Airport* or any *Service*;
 - (b) adequate aviation liability insurance;
 - (c) workers' compensation insurance; and
 - (d) other insurances required by *Relevant Laws*, as reasonably required by *us* or that a prudent airline or *Aircraft Operator* would ordinarily take out.
- 23.2 The insurance referred in clause 23.1 must:
- (a) note *our interests* and such other parties (as reasonably requested by *us* from time to time) in respect of the *Aircraft Owner* and the *Aircraft Owner's* use of the *Airport*;
 - (b) not include any limits of cover, exclusions, deductibles or excesses unless first approved in writing by *us* and include a principal's indemnity in favour of *us* covering any action, demand, loss, damage, liability, loss, damage or cost covered by any indemnity in these *conditions*; and
 - (c) be issued by a reputable insurance company approved by *us* (but *we* must not unreasonably withhold *our* approval).
- 23.3 If requested by *us*, *you* must provide evidence that *you* have satisfied the insurance requirements under this clause 23.
- 23.4 *You* acknowledge that *we* may refuse access to the *Airport* and *Services* if *you* do not comply with this clause 23.

24. GST

- 24.1 All amounts referred to in these *conditions* are *GST* exclusive.
- 24.2 If *GST* is imposed on any supply made by *us* under these *conditions*, *you* must pay to *us* the amount imposed at the same time in addition to, and without setoff to, the amount *you* are required to pay *us* for the supply.
- 24.3 If *GST* is imposed on any supply by *us* under these *conditions*, *we* must give to *you* a tax invoice for the supply at the same time as *you* pay to *us* the full amount of the consideration payable for the supply in question.

25. Privacy

25.1 Application of clause

This clause 25 applies to *Personal Information* about *you* or *your Personnel* that *we* collect, use and disclose during the term of these *conditions*.

25.2 Our obligations

- (a) As a corporatised entity of the Gladstone Regional Council, *we* must ensure that all *Personal Information* collected by *us* is handled, accessed, amended, managed, transferred, used and disclosed in accordance with the Information Privacy Principles outlined in the *Information Privacy Act*.
- (b) *We* will provide access to an individual's *Personal Information* held by *us* to the individual to whom the *Personal Information* relates subject to:
 - (i) *your* application under the Queensland Right To Information Act 2009; and
 - (ii) payment of any applicable access charges in accordance with the *Information Privacy Act*.
- (c) *We* will provide *you* with an opportunity to amend the *Personal Information* *we* hold about *you* if it is inaccurate, incomplete, out of date or misleading.

25.3 Our rights

- (a) *You* acknowledge and agree that *we* may collect from *you*, and *you* must provide to *us*, the *Personal Information* which is relevant to *our* operation of the *Airport* and for the purposes set out in this clause 25.
- (b) *You* acknowledge and agree that *we* may operate camera surveillance across the *Airport*, to ensure public safety and security, for the investigation and prosecution of criminal offences and management of the *Airport*. Footage will only be accessed by persons authorised to do so. Should an incident occur, footage may be provided to the Queensland Police Service for law enforcement purposes. *Your* information will not be given to any other person or agency unless authorised or required by law.
- (c) *We* may use and disclose the *Personal Information* collected under these *conditions* for any reason permitted by the *Information Privacy Act* and in accordance with clause 25.3(d).
- (d) *You* agree to provide *us* with any *Personal Information* *we* require in relation to *your* use of the *Airport* and the *Services* and consent to *your Personal Information* being used or disclosed by *us* in connection with *your* use of the *Airport* and the *Services*, including for the purposes of:
 - (i) calculating and collecting the *Charges*;
 - (ii) enforcing these *conditions*;
 - (iii) *us* obtaining legal, financial or other professional advice;
 - (iv) research by, or on behalf of, *us*;
 - (v) analyzing and considering information concerning *Airport* usage, *Passenger* numbers, flight paths and security procedures;

- (vi) managing and operating the *Airport* and the *Airport* site;
 - (vii) ensuring the safety and security of aviation and all persons using the *Airport* and the *Services*;
 - (viii) the purchase, development, sale, leasing or licensing of the whole or part of the *Airport* site (including disclosures to third parties for those purposes);
 - (ix) raising finance in connection with those uses;
 - (x) internal reporting;
 - (xi) marketing the *Airport* or other services offered by *us* to third parties including, but not limited to, tenants, occupiers and users of the *Airport*; and
 - (xii) uses specified in *our* privacy policy.
- (e) In addition, *you* acknowledge and agree that *we* may disclose *your Personal Information* where *we* are required to do so by a *Relevant Law*.

25.4 Your obligations

- (a) *You* acknowledge and agree that *your* failure to provide *us* with *your Personal Information* that *we* require for the purposes set out in this clause 25 is a breach of these *conditions*.
- (b) Where applicable, *you* must, if providing the *Personal Information* of someone other than yourself to *us* as required by these *conditions*, comply with the *Information Privacy Act* or the *Privacy Act 1988* (Cth) (as appropriate and applicable) in respect of the collection, use and disclosure of that information (including obtaining relevant consents) and take all reasonable steps to ensure that the relevant individual is aware:
 - (i) that the disclosure will be made to *us* of the information described in this clause 25; and
 - (ii) to the extent that it is otherwise necessary or appropriate, that *you* will comply with the *Information Privacy Act* or the *Privacy Act 1988* (Cth).

26. Miscellaneous

- 26.1 Nothing in these *conditions* limits any action against *you* that *we* may take to recover amounts *you* owe *us*.
- 26.2 These *conditions* are governed by the laws of Queensland. *You* and *we* agree to take legal proceedings in connection with these *conditions* only in the courts of Queensland and courts of appeal from them.
- 26.3 All notices and other communications from *us* to *you* in connection with these *conditions* must be in writing.
- 26.4 They must be:
- (a) left at *your* address last known to *us*;
 - (b) sent by prepaid ordinary post to that address;

- (c) sent by email to your email address last known to *us*; or
- (d) given in any other way permitted by law.

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

26.6 If sent by post, they are taken to be received 3 days after posting.

27. Meaning of Words

After Hours Charge means the hourly rate charged for the use of the *Airport* and *Services* outside the *Airport's* published operating hours set out in Schedule 1.

Aircraft means and includes fixed wing aircraft, helicopters, balloons powered or un-powered, unmanned aerial vehicles and their parts and accessories, equipment and stores.

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

Aircraft Owner means the person named on the *Certificate of Registration* as being the owner of the *Aircraft*.

Aircraft Register means the register of Australian Aircraft established pursuant to regulation 8 of the *Civil Aviation Regulations 1988* (Cth).

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

Airport means Gladstone Airport, which includes the *Services*. Where these *conditions* refer to:

- (a) the *Airport* and the *Services*; or
- (b) the *Airport* or the *Services*,

they do so to give emphasis to the *Services* in that context and do not in any way limit the meaning of *Airport*.

Airport Charges means the charges for providing the *Airport Services*, as set out in Schedule 1.

Airport Rules means all rules concerning the safe, secure and efficient conduct and operation of activities at the *Airport*, and the *Airport* itself, contained within the:

- (a) Aerodrome Manual;
- (b) Aerodrome Emergency Plan;
- (c) Safety Management System;
- (d) Transport Security Program;
- (e) Wildlife Hazard Management Plan;
- (f) Airside Drivers and Vehicle Manual;

- (g) Business Continuity Plans;
- (h) Master Plan; and
- (i) Environment Management Plan and noise management procedures;

for the *Airport*, each as varied by *us* from time to time.

Airport Security Services means that part of the *Services* provided by *us* under these *conditions* for the safety and security of the *Airport*, which include:

- (a) security screening;
- (b) checked bag screening; and
- (c) other services required by a *Relevant Law* or any government, statutory, public or other authority having jurisdiction of the *Airport* or any matter or thing relating to the *Airport* (including the *OTS*) and any additional security measures *we* are required to take or which *we* undertake through third parties and which may include:
 - (i) capital expenditure to provide such services;
 - (ii) any hiring or equipment required for providing services for the safety and security of the *Airport*; and
 - (iii) any operational and administrative services retained by the *Airport* to assist in providing the services for the safety and security of the *Airport* either directly, or on a contract management basis.

Airport Security Services Charge means the charges for providing the *Airport Security Services* as set out in Schedule 1.

Airport Services means the provision of:

- (a) the following *Aircraft* movement facilities and services at the *Airport* by *us*:
 - (i) *Airside* grounds, runways, taxiways and aprons;
 - (ii) airfield lighting, *Airside* roads, *Airside* lighting;
 - (iii) *Airside* safety;
 - (iv) *Aircraft* parking;
 - (v) visual navigation aids;
 - (vi) *ILS/DME*;
 - (vii) *AWIS*; and
 - (viii) ground power;
- (b) the following *Passenger* processing facilities and services at the *Airport* by *us*:
 - (i) airline support area services;
 - (ii) *Common User Facilities* including self-service check-in kiosks;

- (iii) baggage make-up, the *Baggage Handling System* and baggage reclaim;
- (iv) *CUTE*;
- (v) departure lounges;
- (vi) public address systems, closed circuit surveillance systems and security systems;
- (vii) public areas in the *Terminal* and public amenities;
- (viii) *FIDS*;
- (ix) service provided in connection with the facilitation of *Passengers* and *Crew*; and
- (x) landside roads and car parks, landside lighting and covered walkways used in connection with the *Terminal*.

Airside means the movement area of an aerodrome, adjacent terrain and buildings or portions thereof, as determined in accordance with the *Security Laws* and other *Relevant Laws*.

Associate means a person or company whose relationship to *you*, or whose arrangements or understandings with *you*, are such that, in *our* reasonable opinion, that person or company should, in relation to the *Airport* or any *Services*, be treated in all relevant respects in the same way as *you*.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.

AWIS means Automated Weather Information System.

Baggage Handling System means the physical baggage handling system which transports baggage from some *Counters* along conveyor belts to the laterals but does not include the transport of baggage from the laterals to *Aircraft*.

Bank Guarantee means an unconditional undertaking or guarantee from an Australian bank in favour of GAC in a form and content acceptable to GAC to enable GAC to be paid on demand an amount up to the sum nominated by GAC in total in one or more drawings and containing no expiry date.

CASA means the Civil Aviation Safety Authority.

Certificate of Registration means, for an *Aircraft*, the certificate of registration issued by CASA pursuant to the *Civil Aviation Regulations 1988* (Cth).

Charges means:

- (a) the *Airport Charges*; and
- (b) the *Airport Security Services Charges*; and
- (c) the *After Hours Charges*.

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

Common User Facilities includes:

- (a) the *Terminal* building;
- (b) the *Baggage Handling System*;
- (c) the *Counters*;
- (d) the *Departure/Arrival Equipment*;
- (e) the *FIDS*;
- (f) *Our Equipment*, and
- (g) the PA system,

which *Common User Facilities* form part of the *Services* provided by *us*.

Common User Facilities Conditions means the conditions contained in Schedule 6.

conditions means this document, including any schedule or annexure to it.

Counter means those counters in the *Terminal* used by *you* and *your* customers for, but not limited to, check-in, service and ticket sale purposes.

Crew means air crew and cabin crew.

CUTE means Common User Terminal Equipment provided in the *Terminal*.

Departure/Arrival Equipment means for the *Terminal* the aerobridge(s) (if any) and the departure gate *Counters*.

DME means Distance Measuring Equipment, a navigational aid provided by *us* at the *Airport*.

Domestic Operations means any flying operations arriving from or departing to another airport within Australia.

Excluded Services means:

- (a) terminal navigation or air traffic control services;
- (b) terminal navigation aids other than *ILS/DME*;
- (c) rescue and fire fighting services;
- (d) en-route services;
- (e) meteorological services other than *AWIS*;
- (f) hangar facilities (except where special arrangements are in place);
- (g) engineering services;
- (h) *Aircraft*, building, motor vehicle or other security services other than in accordance with clause 4;
- (i) quarantine waste disposal, customs or immigration services;
- (j) environmental clean-up services; or

- (k) apron and *Ground Handling Services* and re-fuelling services other than allocating *Aircraft* parking bays.

FIDS means the Flight Information Display Systems provided by *us* in the *Terminal* and elsewhere at the *Airport*.

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

GAC means Gladstone Airport Corporation

Ground Handling Services means the provision of all or some of the following services: passenger check-in; baggage handling; aircraft cleaning and catering; aircraft maintenance and refuelling and in some instances aircraft engineering.

GST has the meaning given in the *GST Law*.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition legislation of the Commonwealth.

Handling Agent means any person, firm or company appointed by an *Aircraft Operator* to perform *Ground Handling Services* or an *Aircraft Operator* who self handles.

Information Privacy Act means the *Information Privacy Act 2009* (Qld).

Interest Rate means the rate of interest per annum which is 3% higher than the 10 year Commonwealth Treasury Bond Rate.

International Operations means any flying operations arriving from, or departing to, an airport outside of Australia.

MTOW means the maximum take off weight of an *Aircraft*.

Non-excludable Obligation means any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law* or any other *Relevant Law*, that cannot be excluded, restricted or modified without:

- (a) contravening the *Australian Consumer Law* or other *Relevant Law*; or
- (b) causing any of these *conditions* to be void.

Other Payment Arrangements means arrangements for the payment of *Charges* of the kind described in clauses 11.2 or 11.4.

OTS means the Office of Transport Security, being a part of the Department of Infrastructure and Regional Development.

Our Equipment means any equipment (including, without limitation, the *Counters*) supplied by *us* under these *conditions* but does not include any *Airline Equipment* or the terminal equipment supplied by *you*.

Passenger means any person on any of *your Aircraft* excluding its *Crew*.

Payment Authority Form means a form developed by *us* and provided to *you* which authorises *us* to debit amounts directly from *your* nominated account.

Personal Information means personal information as defined in the *Information Privacy Act* about *you* or *your Personnel*.

Personnel, in respect of a party, means that party's employees, agents, consultants and subcontractors, and employees of its agents, consultants and subcontractors.

Regional Operations means any flying operations within Queensland, or to regions close to Queensland, and may include *RPT Operations* and *Domestic Operations*.

Relevant Law means any present or future law, or any lawful obligation arising under such law directly or indirectly:

- (a) in relation to *us*, with which *we* must comply in respect of the *Charges*, the *Airport*, the *Services*, or these *conditions*;
- (b) in relation to *you*, with which *you* must comply in respect of *your Aircraft* or their use, the *Airport* and the *Services*; or
- (c) in relation to the *Airport* and the *Services* or their use.

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

Security Laws means any present or future law, or any lawful obligation, arising under the *Aviation Transport Security Act 2004* (Cth) and the *Aviation Transport Security Regulations 2005* (Cth).

Self-service Kiosk means a computer terminal located in the *Terminal* which enables, among other things, *Passengers* to check in without the need to use a *Counter*.

Services means:

- (a) the *Airport Services*; and
- (b) the *Airport Security Services*,

but does not include the *Excluded Services*.

Terminal means the passenger terminal building at the *Airport* and includes concourse, shops, public areas, the *Departure/Arrival Equipment* and aprons.

we, us, ourselves and **our** means Gladstone Airport Corporation (ABN 27 300 231 899).

you and **your** includes:

- (a) the legal owner of an *Aircraft* which uses the *Airport* or any *Service* provided at the *Airport*;
- (b) the *Operator* of an *Aircraft* which uses the *Airport* or any *Service* provided at the *Airport*;
- (c) the pilot of an *Aircraft* which uses the *Airport* or any *Service* provided at the *Airport*;
- (d) any person or company which has any type of interest in an *Aircraft* which uses the *Airport* or any *Service* provided at the *Airport*;
- (e) any person or company which uses the *Airport* or any *Service* provided at the *Airport*;

- (f) the holder of the *Certificate of Registration* for an *Aircraft* which uses the *Airport* or any *Service* provided at the *Airport*,

jointly and severally (except to the extent that the proportionate liability provisions under the *Civil Liability Act 2003* (Qld) apply), and *your* legal personal representatives, successors and assigns.

Schedule 1 - Charges

Airport Facilities and Services	Unit	Fee / Charges (\$) GST incl.	Effective date	Provision of Act or Local Law
Airline RPT and Commercial Charter Operations				
Passenger Service Charge - Embarking and Disembarking Passengers	per passenger	27.50	1 July 2010	Section 262(3)(c), Local Government Act
Airport Security Services Charge	per passenger	2.20	1 Sept 2012	Section 262(3)(c), Local Government Act
Terminal Building After Hours Charge	per hour or part thereof	660.00	1 Dec 2014	Section 262(3)(c), Local Government Act
Airport Reporting Officer After Hours Charge	<ul style="list-style-type: none"> ▪ per hour or part thereof ▪ call out 	122.00 350.00	1 Dec 2014	Section 262(3)(c), Local Government Act
Aircraft Landing Charge	per 1000kg MTOW	6.80	1 July 2010	Section 262(3)(c), Local Government Act
Terminal Apron - Aircraft Parking Charge	<ul style="list-style-type: none"> ▪ first hour ▪ 1 to 8 hours ▪ 8 to 24 hours ▪ per day and part thereafter 	Free 50.00 100.00 150.00	1 Sept 2012	Section 262(3)(c), Local Government Act
General Aviation Aprons - Aircraft Parking Charge	per day or part thereof per 1000kg MTOW	7.50	1 Dec 2014	
Aircraft Ground Power	per kwh	0.50	1 March 2015	
Navigation Aids				
CAT 1 ILS /DME Charge	per approach	115.00	1 March 2015	Section 262(3)(c), Local Government Act
Commercial Rotary Wing Aircraft Operations				
Landing Charge - Aircraft < 2000kg		11.00	23 Jan 2013	Section 262(3)(c), Local Government Act
Landing Charge - Aircraft > 2000kg	per 1000kg MTOW	13.20	23 Jan 2013	Section 262(3)(c), Local Government Act
Aircraft Parking	per day or part thereof per 1000kg MTOW	7.50	1 Dec 2014	Section 262(3)(c), Local Government Act
Recreational Aircraft Operations				
Landing Charge - Aircraft < 2000kg		11.00	23 Jan 2013	Section 262(3)(c), Local Government Act
Landing Charge - Aircraft > 2000kg	per 1000kg MTOW	13.20	23 Jan 2013	Section 262(3)(c), Local Government Act
Aircraft Parking	<ul style="list-style-type: none"> ▪ per day ▪ annual 	5.50 429.00	23 Jan 2013	Section 262(3)(c), Local Government Act

SCHEDULE 1 - Charges

Airport Facilities and Services	Unit	Fee / Charges (\$) GST incl.	Effective date	Provision of Act or Local Law
Car Parking				
Public Car Park - Short Term	first half hour	No Charge	14 Jan 2013	Section 262(3)(c), Local Government Act
	half hour - 1 hour	2.00		
	1 hour to 2 hours	5.00		
	2 hours - 5 hours	10.00		
	5 hours - 10 hours	20.00		
	10 hours - 24 hours each additional 24 hours	30.00 30.00		
Public Car Park - Long Term	0 - 24 hours	12.00	14 Jan 2013	Section 262(3)(c), Local Government Act
	2 days	24.00		
	3 days	40.00		
	4 days	55.00		
	each additional day	15.00		
Lost Parking Ticket	per car park use	210.00	1 May 2016	Section 262(3)(c), Local Government Act
Security				
ASIC Pass	per issue	250.00	14 Jan 2013	Section 262(3)(c),
VIC Pass	per issue	30.00	14 Jan 2013	Local Government Act

Schedule 2 - Moving Aircraft

1. If we are required to move or remove *your Aircraft* for any reason, we will give you as much notice as we reasonably can in the circumstances:
 - (a) that we intend to move or remove *your Aircraft*;
 - (b) of the proposed location to which *your Aircraft* is to be moved or removed;
 - (c) of the means by which we intend to move or remove *your Aircraft*; and
 - (d) of what you must do to recover *your Aircraft*.

2. If we can't give you advance notice, we will notify you as soon as we can after we have moved or removed *your Aircraft*.
 - (a) that we have moved or removed *your Aircraft*;
 - (b) of its location; and
 - (c) of what you must do to recover *your Aircraft*.

Schedule 3 - Sale of Property

1. If we exercise *our* power of sale under these *conditions*, we may sell or agree to sell *your Aircraft* (and any of its parts or accessories) or other property of *yours* on the terms and *conditions*, we think fit. They will include but not be limited to the following:
 - (a) the sale may be by public auction, private treaty or by tender, for cash or on credit;
 - (b) the sale may be for a price or prices, and any price or prices may be less than market value;
 - (c) the sale may be with or without special provisions about title, or time, or means of payment of purchase money, or otherwise; and
 - (d) the sale may allow the purchase money to remain secured by a mortgage or charge over the property sold, or secured by other security, or without security, and on any other terms, without *us* being responsible for loss.
2. We may engage anyone in connection with the sale of *your Aircraft* or any other property as we see fit.
3. We may enter into, rescind or vary a contract for sale, and resell without being responsible for loss, and execute assurances of the property sold in *your* name and on *your* behalf.
4. We may do anything to complete any sale which we consider desirable, and set aside from the proceeds of sale any amount which we consider desirable to meet future claims until the possibility of claims being made has ended.
5. Without limiting any other provision of this schedule, in consideration of *our* allowing *you* or *your Aircraft* to use the *Airport* and the *Services*, *you* irrevocably appoint *us* severally as *your* attorney for the purposes of exercising *our* rights under this schedule including selling or transferring the aircraft (and any of its parts or accessories) or other property of *yours* at the *Airport*.
6. We will apply the proceeds of a sale as follows:
 - (a) in reimbursing *ourselves* for any costs associated with the sale;
 - (b) in or towards the satisfaction of any outstanding *Charges*;
 - (c) if there remains any surplus to *you* or anyone else entitled to it.
7. If the proceeds of sale are less than the amount *you* owe *us*, the outstanding balance remains owing by *you* to *us* according to these *conditions*, and all of *our* rights against *you* remain unaffected.
8. No one dealing with *us* on a sale of any *Aircraft* (or any of its parts or accessories) or other property of *yours* under these *conditions* is bound to inquire what *our* rights and powers to deal in that way are or whether those rights or powers have been properly or regularly exercised. If we have exercised those rights or powers improperly or irregularly no one (other than *us*) is affected and the sale to them is valid.

Schedule 4 - Contact Details

Gladstone Airport Corporation

Street address: 31 Aerodrome Road
Gladstone, Queensland 4680

Postal address: PO Box 7200
Kin Kora, Queensland 4680

Telephone: (07) 4977 8800 (Administration office: Monday – Friday: 8.30am – 5.00pm)

Facsimile: (07) 4978 1314

Email: admin@gladstoneairport.com.au

Website: www.gladstoneairport.com.au

When information is required by these *conditions* to be provided in writing, it must be provided to the above address, preferably electronically to the listed email address. Any queries regarding the *Airport Charges* or *Airport Security Services Charges* must be sent in the first instance to the Finance Department at the above address.

Schedule 5 - Information Requirements

1. RPT Operations Information Requirements

Prior to using the *Airport* for *RPT Operations* you must provide us with the following information:

- (a) *your* name, address, ABN and contact details;
- (b) evidence that *you* have a security program that meets the requirements of *our* security arrangements and any relevant requirements under the *Aviation Transport Security Act 2004* (Cth), *Aviation Transport Security Regulation 2005* (Cth) and any other *Relevant Law*;
- (c) evidence that *you* have in place emergency procedures in connection with all potential threats to *Passengers*, cargo and the *Airport* and *Services* as appropriate to *your* operations and at least to the standard required to comply with the *Airport Rules*;
- (d) the names, addresses, telephone numbers (business and after hours), facsimile numbers, email addresses and all other contact details of *your* key *Personnel* so that *we* can contact any of them at any time about emergencies, security, operational or financial matters in connection with *you* using the *Airport* and *Services*;
- (e) evidence of the insurance policies you hold that are consistent with the requirements of clause 23 and confirmation that these policies will remain current at all times when *you* are using the *Airport* and *Services*;
- (f) an inventory of vehicles to be used *Airside* along with parking and equipment storage arrangements;
- (g) arrangements for *Ground Handling Services* for *Passengers* and cargo if required for *your* operations;
- (h) arrangements for the repositioning of stationary *Aircraft*;
- (i) details of the type, registration, configuration and *MTOW* of each *Aircraft* which *you* intend to use at the *Airport*; and
- (j) confirmation that the types and standards of *Aircraft* being flown by *you* into and from the *Airport* are compliant with any *Relevant Law* relating to *Aircraft* noise and any applicable *Airport Rules*.

In the event that any information provided by *you* under this clause changes, *you* must notify *us* of any change within one month of the change taking effect.

2. RPT Operations Information Requirements - Charges

Prior to using, and during *your* use of, the *Airport* for *RPT Operations*, *you* must provide *us* with the following information for the purpose of *our* assessment of *Charges* payable by *you*:

- (a) at the start of each day on which *RPT Operations* are conducted at the *Airport*, the *MTOW* per flight and the expected number of embarking and disembarking *Passengers* per flight for that day, together with the numbers of those *Passengers* who were transit passengers (if any) shown separately;

- (b) at the end of each day on which *RPT Operations* are conducted at the *Airport*, the *MTOW* per flight and the number of embarking and disembarking *Passengers* per flight for that day, together with the numbers of those *Passengers* who were transit passengers (if any) shown separately;
- (c) within 7 days of the end of each calendar month, if *you* have not already done so:
 - (i) the number of *Passengers* per flight that *you* embarked and disembarked at the *Airport* during that month;
 - (ii) the number of those *Passengers* who were transit passengers (if any);
 - (iii) the *MTOW* per flight.

If *you* do not provide the information as required in this Schedule, *we* will calculate and levy *our Charges* under clause 9, based upon the presumption of maximum seat load capacity as published by *you* (or where not published by *you*, by the Aircraft's manufacturer, *CASA* or *Jane's Book of Aircraft*).

You acknowledge that *we* may verify from time to time information *you* provide to *us* by any means including, without limitation:

- (d) directly counting *Passengers* embarking or disembarking *Aircraft* operated by *you*;
- (e) requesting that *you* give *us* certified statements from *your* auditors verifying the accuracy of the information *you* have provided *us* under this clause. *You* must give *us* the statements within 60 days of the date of *our* request, which will be made no more frequently than once a year. *Your* auditors must be members or affiliates of an internationally recognised and independent accounting firm;
- (f) conducting an independent audit of the information *you* provide *us* under this clause.

You must fully cooperate with any verification activities *we* undertake under this Schedule.

If *we* identify that any of the information provided by *you* is not accurate (including as a result of *our* verification activities), *we* may calculate and levy the *Charges* based upon the information obtained from the independent audit, including through the issue of an adjustment of an issued invoice.

If any error identified is in *our* favour by 5% or more based on the information *you* have given to *us*, then *you* must reimburse *us* the cost of any audit or other verification activities carried out by *us* under this Schedule.

3. Charter Operations

Prior to using, and during *your* use of, the *Airport* for *Charter Operations*, *you* must:

- (a) use *your* best endeavours to give *us* 7 days' notice each time *you* intend to use the *Airport*; and
- (b) prior to using the *Airport* provide the following information, and any other information reasonably required by *us* and notified to *you* from time to time:
 - (i) *your* name, address, ABN and contact details;
 - (ii) evidence that *you* have in place emergency procedures in connection with all potential threats to *Passengers*, cargo and the *Airport* and

Services as appropriate to *your* operations and at least to the standard required to comply with the *Aerodrome Emergency Plan*;

- (iii) the names, addresses, telephone numbers (business and after hours), facsimile numbers, email addresses and all other contact details of *your* key *Personnel* so that *we* can contact any of them at any time about emergencies, security, operational or financial matters in connection with *you* using the *Airport* and *Services*;
- (iv) evidence of the insurance policies *you* hold that are consistent with the requirements of clause 23 and confirmation that these policies will remain current at all times when *you* are using the *Airport* and *Services*;
- (v) arrangements for *Ground Handling Services* for passengers and cargo if required for *your* operations;
- (vi) arrangements for the repositioning of stationary *Aircraft*;
- (vii) details of the type, registration, configuration and *MTOW* of each *Aircraft* which *you* intend to use at the *Airport*; and
- (viii) a completed Notification of Aircraft Details form in accordance with this Schedule.

In the event that any information provided by *you* under this clause changes, *you* must notify *us* of any change within one month of the change taking effect.

If *you* do not provide the information required under this clause:

- (c) *we* may obtain relevant information from the *CASA* register and any equivalent aircraft registration bodies (as appropriate), and:
 - (i) *we* will determine the *MTOW* for the *Aircraft* based on the information *we* obtain; and
 - (ii) the registered *Aircraft Owner* and/or *Aircraft Operator* as indicated on the *CASA* and/or equivalent international aircraft registration bodies register will be held jointly and severally liable in relation to all costs and *Charges* levied (except to the extent that the proportionate liability provisions under the *Civil Liability Act 2003* (Qld) apply); and
- (d) *we* will calculate and level *our* *Charges* based on the information *we* obtain, including the registered *MTOW* as published by the *Aircraft* manufacturer, *CASA* and/or *Jane's Book of Aircraft*.

4. General Aviation Operations - Notification Requirements

If *you* are using the *Airport* for *General Aviation Operations*, *you* must:

- (a) prior to using the *Airport* provide the following information, and any other information reasonably required by *us* and notified to *you* from time to time:
 - (i) *your* name, address, ABN and contact details;
 - (ii) evidence of the insurance policies *you* hold that are consistent with the requirements of clause 23 and confirmation that these policies will remain current at all times when *you* are using the *Airport* and *Services*;
 - (iii) arrangements for the repositioning of stationary *Aircraft*;

- (iv) confirmation of the ownership details for all *Aircraft* using the *Airport*;
- (v) details of the type, registration, configuration and *MTOW* of each *Aircraft* which *you* intend to use at the *Airport*; and
- (vi) a completed Notification of Aircraft Details form in accordance with this Schedule.

In the event that any information provided by *you* under this clause changes, *you* must notify *us* of any change within one month of the change taking effect.

If *you* do not provide the information required under this clause:

- (b) *we* may obtain relevant information from the CASA register and any equivalent aircraft registration bodies (as appropriate), and:
 - (i) *we* will determine the *MTOW* for the *Aircraft* based on the information *we* obtain; and
 - (ii) the registered *Aircraft Owner* and/or *Aircraft Operator* as indicated on the CASA and/or equivalent international Aircraft registration bodies register will be held jointly and severally liable in relation to all costs and *Charges* levied (except to the extent that the proportionate liability provisions under the *Civil Liability Act 2003* (Qld) apply); and
- (c) *we* will calculate and levy *our Charges* based on the information *we* obtain, including the registered *MTOW* as published by the *Aircraft* manufacturer, CASA and/or Jane's Book of Aircraft.

5. All Aircraft and Aircraft Operators - Notification Requirements

For the avoidance of doubt:

- (a) for all *Aircraft* and *Aircraft Operators*, *you* are responsible for ensuring that written notification is given to *us*:
 - (i) if the ownership of any *Aircraft* being operated from the *Airport* changes; or
 - (ii) if the *Aircraft Operator* of any *Aircraft* operated from the *Airport* changes;
- (b) if *you* do not provide the information required under this Schedule (as applicable), *we* will calculate and levy *our Charges* based upon the presumption that the *Aircraft* continues to be operated and/or owned by *you* and *you* agree to pay those *Charges*.

6. Notification of Aircraft Details Form

Notification of Aircraft Details
Date:
Aircraft Operator
Name:
ABN:
ACN:
Address:
Telephone:
Facsimile:
Email:
General information
Arrival date / time:
Departure date / time:
Aircraft type:
MTOW:
Number of passengers:
Certificate of Registration holder (if not the Aircraft Operator)
Registration:
Name:
Address:
Telephone:

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

Signature of person completing the form

Please circle whether you are the:

Certificate of Registration holder

Owner

Operator

Schedule 6 - Common User Facilities Conditions

This schedule applies to the use of the Common User Facilities at the Terminal by Aircraft Owners, Aircraft Operators and Handling Agents for the purposes of clause 6 of the Conditions.

Charges apply, unless we otherwise agree in writing for the use of common user facilities.

1. Self-service Check-in Kiosks

1.1 Self-service Check-in Kiosks

- (a) We own, operate, maintain and stock the Self-service Kiosks which we may from time to time, in our sole discretion, make available for the use of your passengers in the Terminal.
- (b) We may at any time, and in our sole discretion, withdraw the availability of the Self-service Kiosks and make no representations or warranties as to the availability of the Self-service Kiosks. You acknowledge that you are not entitled to a reduction in the Airport Charges if we do not make any Self-service Kiosks available for the use of your customers or passengers.
- (c) To the maximum extent permitted by law, GAC and each of its Personnel are not liable to you or anyone else for any loss, howsoever caused, including as a result of negligence by us, in respect of the Self-service Kiosks.

1.2 Use of Self-service Kiosks

- (a) service Kiosks to enable your passengers to check-in, you agree:
 - (i) that you must have at least one employee supervising the use by your passengers of any Self-service Kiosk;
 - (ii) to immediately notify GAC of any issues or faults, including technical issues or faults, in respect of any Self-service Kiosk; and
 - (iii) you, or your Personnel, must not interfere with any Self-service Kiosk or attempt to repair any Self-service Kiosk.
- (b) You will be responsible and liable for, and indemnify GAC against, any loss or costs incurred by GAC arising from misuse or damage to any Self-service Kiosk caused directly or indirectly by you, your Personnel or customers and passengers (or members of the general public associated with you, your Personnel or your customers or passengers).

2 Check-in, Service and other Counters

2.1 Counters

- (a) Each check-in Counter at the Airport Terminal is equipped with:
 - (i) baggage handling system and weighing scales;
 - (ii) baggage tubs;
 - (iii) telephone and public address system;
 - (iv) Common User Terminal Equipment (CUTE); and
 - (v) Flight Information Display (FIDS)
- (b) We will allocate the Counter to you in accordance with our allocation rules as specified and defined in our licence agreements with each operator.

- (c) When you are occupying any check-in Counter you may also occupy a service Counter.

2.2 User of Counters

- (a) You must leave each Counter and the immediate area surrounding it in a tidy condition. You must remove your own equipment or stationery at the end of a period of use. Rubbish (including bag tags, used bag tags and bag tag backing paper) must be put into the bins provided and must not be dropped or left on conveyor belts. If you do not comply with these requirements to our reasonable satisfaction, we will clean the Counter and surrounding area at your cost.
- (b) You must take all reasonable precautions when using each Counter to prevent unauthorised entry into the Counter area and the BHS.
- (c) When leaving a Counter, whether temporarily or at the end of your use, you must leave each Counter in a secure condition. Your last employee or agent at a Counter must ensure that the baggage system is switched off, that all your Counters are logged off, and that the security barriers over the weigh scale and between the Counters are closed.
- (d) You must use FIDS to identify clearly for passengers the Counter 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).
- (e) We provide a facility to enable you to change the FIDS displays at certain Counters, and you must comply with our directions as to its use. These directions are contained in our Terminal Operations Procedures.

2.3 Ownership of Counter Position Equipment

- (a) The Counter Equipment, other than Our Equipment and other equipment we own, remains the property of the owner of that equipment or the person entitled to ownership of that equipment under any agreement to the contrary between the airline and the supplier.
- (b) The Counters and other equipment provided by us remain our property.
- (c) You must not part with possession or control of Our Equipment unless we ask you to in writing.

3. Baggage Handling System Conditions

3.1 Baggage Handling System Equipment

- (a) We provide the baggage handling system for the Passenger Terminal at Gladstone Airport.
- (b) To ensure that we meet our aviation transport security regulatory obligations, when using our baggage handling system you must use an operating system that is compatible with our CUTE.

3.2 Use of the Baggage Handling System Equipment

- (a) You must comply with the Baggage Handling System minimum operational requirements detailed in our Terminal Operations Procedures.
- (b) You must not do anything which may adversely affect the efficiency of the Baggage Handling System.
- (c) If you do not reasonably comply with our Baggage Handling System rules and the Baggage Handling System is damaged then you will be responsible for the cost of the repairs to the Baggage Handling System.

4. Departure Gate Counter Conditions

4.1 Allocation of Departure/Arrival Equipment

- (a) We will allocate the use of the Departure/Arrival Equipment to you in accordance with our Allocation Rules and the Standard Conditions. The allocation of the specific locations will be at our discretion to achieve efficient operation of the Airport.

4.2 Use of the Departure/Arrival Equipment

- (a) You must take proper care of the Departure/Arrival Equipment and follow our reasonable directions for its use.
- (b) You must ensure that your staff operating the Departure/Arrival Equipment are trained to operate it safely and in a manner to avoid damage to it, to other property and to persons. You must accept responsibility for the training of your staff in the use of Departure/Arrival Equipment.
- (c) Except to the extent that there is a malfunction in the Departure/Arrival Equipment caused by our negligence, 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 the Airport.
- (d) You must leave the area surrounding the Departure/Arrival Equipment in a clean and tidy condition. If we are not satisfied with the condition of the area as you have left it, we will clean the area at your expense.

5. FIDS and PA system

5.1 FIDS

- (a) We will provide the FIDS core system, which comprises the information display systems including the central database, the distribution system and the display devices in public areas of the Terminal.

5.2 FIDS Information

- (a) You must ensure that the information displayed on FIDS is current and accurate.
- (b) The information on FIDS is confidential information. You must not disclose to any other airlines or persons information on FIDS (other than the information displayed in a public area) without our prior written consent.
- (c) 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 rights. We must not give the necessary data that generates your logo to anyone else without your written consent.

5.3 Provision of Additional FIDS

- (a) Provided you pay all costs of installing the connection and the cost of the display devices.

5.4 PA System

- (a) We will provide a public address system throughout the Terminal including microphones and localised control panels in airline lounges and microphones and control panels at the Check-in Counters and boarding gates.

- (b) You must comply with our directions concerning the use of the PA System.
- (c) You must act reasonably in the use of the PA system and you must restrict your announcements to whatever is operationally required.

6. General Common User Conditions

6.1 Maintenance Agreements

- (a) You or your handling agent agrees to have a maintenance agreement in respect of your Check-in Counter Equipment which provides for a prompt response time for repairs. You must use your best endeavours to ensure that repairs are carried out as quickly as possible.

6.2 Repair and Maintenance

- (a) You must pay us for any repairs to, and maintenance of, the Check-in Counters, our Equipment, the Baggage Handling System or any other property due to neglect, misuse or damage by you, your employees, agents or contractors.
- (b) We must repair and maintain the Check-in Counters, our Equipment and the BHS at our own expense in circumstances other than those set out in clause 6.3(a).

6.3 Responsibility for Employees and Agents

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

6.4 Use of Our Equipment

- (a) You must take proper care of our Equipment and follow our reasonable directions for its use.
- (b) You must tell us immediately if any of our Equipment is not working or has been damaged. We will repair *our* Equipment as quickly as practicable. You must not allow any person except your employees, contractors or agents to repair the equipment.
- (c) You must give us reasonable access to inspect and to repair our Equipment.
- (d) You must ensure that all of your employees and agents who use our Equipment are adequately trained. If requested by us, you must provide to us the training records of all of your employees and agents who use our Equipment.

6.5 Business Continuity Planning

- (a) You must provide us with any support or assistance that we reasonably require to put into effect any business continuity plan that we have developed for operations at Gladstone Airport.

6.6 Termination of your right to use Check-in Counters and BHS

- (a) We may terminate your right to use the Check-in Counters and the Baggage Handling System immediately:
 - (i) if you fail to observe these conditions or the Standard Conditions and do not remedy the breach within 14 days of receiving a written notice from us to do so, by notifying you in writing; or
 - (ii) if you cease to conduct or provide regular passenger air services at Gladstone Airport.

Schedule 7 - Car Park conditions of entry

1. General public car park conditions of entry

By entering or using the car park you are agreeing to the following conditions of entry and use (**Terms**). If you do not agree to these Terms you must leave the car park immediately and you will not be charged.

- (a) You enter and use the car park at your own risk.
- (b) You must comply with all rules and directions displayed on the property and any instructions given by us and must not cause any obstruction. We may enter, move or tow away your vehicle if we decide reasonably that it is necessary for operational or safety reasons. We may issue you with an infringement notice and/or charge you a reasonable amount for moving your vehicle if you breach these Terms or Council local laws.
- (c) Parking fees will be charged in accordance with the schedule of fees displayed. You must pay us the parking fees upon demand. Your vehicle will not be released until all parking fees, charges and costs are paid to us.
- (d) You must retain your parking ticket until payment of the parking fees. If you lose your ticket you will be charged the maximum car parking fee applicable at the time the ticket is declared as lost.
- (e) To the extent permitted by the Australian Consumer Law (**ACL**), for services other than services of a kind ordinarily acquired for personal domestic or household use or consumption we limit our liability (including for negligence by us), to supplying the services again or paying the cost of having the services supplied again, and you release us from any claim which you may otherwise have against us for such damage.
- (f) You must pay us for any damage caused by you or your vehicle to our property.
- (g) To the extent permitted by the ACL, you must indemnify us against any claim brought against us and any cost, loss or expense we suffer that arises or is in any way connected with your breach of these Terms, your vehicle or your use of this car park. Your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default.
- (h) If any part of these Terms are illegal or unenforceable, the illegal or unenforceable part is severed and the remaining Terms are unaffected.
- (i) In these Terms “we”, “us” and “our” means Gladstone Airport Corporation and their employees agents and independent contractors.

2. Employee car park conditions of entry

By entering and/or using the car park you are agreeing to the following conditions of entry and use (**Terms**). If you do not agree to these Terms you must leave the car park immediately and you will not be charged.

- (a) You enter and use the car park at your own risk.
- (b) You must comply with all rules and directions displayed on the property and any instructions given by us and must not cause any obstruction. We may enter, move

or tow away your vehicle if we decide reasonably that it is necessary for operational or safety reasons. We may issue you with an infringement notice and/or charge you a reasonable amount for moving your vehicle if you breach these Terms or Council local laws.

- (c) To the extent permitted by law (including, the Australian Consumer Law, *Work Health and Safety Act 2011 (Qld)* and the *Workers Compensation and Rehabilitation Act 2003 (Qld)*), for services other than services of a kind ordinarily acquired for personal domestic or household use or consumption we limit our liability (including for negligence by us), to supplying the services again or paying the cost of having the services supplied again, and you release us from any claim which you may otherwise have against us for such damage.
- (d) To the extent permitted by law (including but not limited to the Australian Consumer Law, *Work Health and Safety Act 2011 (Qld)* and the *Workers Compensation and Rehabilitation Act 2003 (Qld)*), we limit our liability to you or anyone else in your vehicle for:
 - (i) injury to you or anyone else;
 - (ii) damage, destruction and theft of property including your vehicle and anything in or on your vehicle; or
 - (iii) damage or destruction of anyone else's property including other vehicles;

however so caused, including as a result of our own negligence to the obligation to supply the services again or the payment of the cost of having the services supplied again, and you release us from any claim which you may otherwise have against us for such damage.

- (e) To the extent permitted by law, you must indemnify us against any claim brought against us and any cost, loss or expense we suffer that arises or is in any way connected with your breach of these Terms, your vehicle or your use of this car park. Your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default.
- (f) You must pay us for any damage caused by you or your vehicle to our property.
- (g) If any part of these Terms are illegal or unenforceable, the illegal or unenforceable part is severed and the remaining conditions are unaffected.
- (h) In these Terms "we", "us" and "our" means Gladstone Airport Corporation and their employees agents and independent contractors.