



# Brisbane Airport Aviation Services and Charges Agreement – Runway System

*Version 2.0 (commencing 1 July 2023)*

# Brisbane Airport Aviation Services and Charges Agreement – Runway System

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# Brisbane Airport Aviation Services and Charges Agreement – Runway System

## 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 4008
	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 Runway System.
<b>Governing law</b>	Queensland	
<b>Start Date</b>	1 July 2023	

# 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 Runway System 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 Runway System; and
- (b) the Aviation Services & Charges Agreement – Terminals, Aprons & Related Infrastructure in relation to your use of the Terminals, Aprons & Related Infrastructure; 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 AMS 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 Changes to these standard conditions**

Subject to clause 1.9 and any legislative requirements to the contrary, we may, from time to time, change these standard conditions, including our Aviation Charges.

If you are a Major User 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 60 days before the change is to take effect; and
- (b) use our reasonable endeavours to consult with you, including considering any comments you have, about the proposed change to these standard conditions during the period of 30 days after our notice; and
- (c) as soon as practicable after consulting with you and in any event at least 30 days prior to the change becoming effective, 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, we will give you notice of any changes to these standard conditions by e-mail or other means at least 30 days prior to the change becoming effective.

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.

## **1.9 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 8.

## **1.10 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)).

## **1.11 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 Your use of Brisbane Airport**

### **2.1 What you must comply with**

Subject to clause 2.2, you agree to:

- (a) use reasonable endeavours to comply with the Brisbane Airport Aerodrome 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 Aerodrome 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 AMS 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 responsible for administering 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).

## **2.2 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) our 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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## **3 Information you must give us**

### **3.1 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 3 if you use Brisbane Airport.

### **3.2 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 2.

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 10. You may also be required to provide to us with a Bank Guarantee under clause 10.4.

### **3.3 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 3 (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 10. You may also be required to provide to us with a Bank Guarantee under clause 10.4.

### **3.4 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; 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 included in the above amounts)	
Transfers (within the Domestic Terminal included in the above amounts)	
Transfers between the Domestic Terminal and the International Terminal (and vice versa) (included in the above amounts)	

- (xi) freight carried (tonnes).

You must also provide the information in this clause 3.4(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 3.4(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 3.5).

### 3.5 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 3.4(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).

### **3.6 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 5.

### **3.7 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.

### **3.8 Why we need statistical information**

The statistical information you provide to us under this clause 3 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.

### **3.9 How to contact us**

Our address and contact details are:

- (a) The contact details for the following two committees referred to in clause 4.3 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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## **4 Brisbane Airport Security & Emergency**

### **4.1 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.

AMS 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 AMS security and CASA emergency requirements for Brisbane Airport.

### **4.2 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.

### **4.3 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.

#### **4.4 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.

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## **5 Insurance**

### **5.1 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
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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.

## **5.2 Additional obligations**

You must:

- (a) give us reasonable evidence that you have complied with clause 5.1 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 5.1 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.

## **5.3 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.

## **5.4 Noting interests on insurance policies**

The insurance policies under this clause 5 must note our interests and the interests of the Commonwealth of Australia in respect of your use of Brisbane Airport.

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# **6 Interruptions to Airport Services**

## **6.1 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.

## **6.2 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).

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

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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# **7 Aviation Charges**

## **7.1 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 9.

## **7.2 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.

### **7.3 Other charges**

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 7.3(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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## **8 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 9.

### **8.1 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.

### **8.2 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 Terminal checked bag screening; and
- (d) Domestic 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.

We will not recover from you Government Mandated Charges for the Government Mandated Services described in clauses 8.2(a) – (d) under these standard conditions, as we will recover them under the Aviation Services & Charges Agreement – Terminals, Aprons & Related Infrastructure.

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

We will notify you of any changes to the Government Mandated Charges in accordance with clause 1.9 & clause 8.4 (as applicable).

### **8.4 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.

### **8.5 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.

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

### **9.1 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 9.

### **9.2 Currency of payment**

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

### **9.3 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.

### **9.4 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.

### **9.5 Application to Court**

If, pursuant to clause 9.4, 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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## **10 Credit accounts for Aviation Charges and Government Mandated Charges**

### **10.1 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. We are not obliged to

approve your Credit Application. We may suspend your credit account at any time by giving you 7 days' notice.

## **10.2 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).

## **10.3 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 16 until and from such time as that dispute is resolved in accordance with clause 16.

## **10.4 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 10.4 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.

#### **10.5 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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### **11 Indemnities and release**

#### **11.1 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 9.4 & 9.5.

#### **11.2 Your risk**

You use Brisbane Airport at your own risk.

#### **11.3 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.

#### **11.4 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.

### **11.5 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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## **12 Termination**

### **12.1 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.

### **12.2 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 – Terminals, Aprons & Related Infrastructure,

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

### **12.3 Without prejudice**

The rights contained in this clause 12 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 &

## **13 Acts and regulations**

### **13.1 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.

### **13.2 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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## **14 GST (Goods and Services Tax)**

### **14.1 Definitions**

In this clause 14:

- (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.

### **14.2 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.

### **14.3 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.

### **14.4 Tax Invoice**

The supplier must, as a precondition to the payment of GST under clause 14.3, give the other party a tax invoice.

## **14.5 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.

## **14.6 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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# **15 Confidential Information**

## **15.1 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.

## **15.2 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.

## **15.3 Permitted disclosure**

Subject to clause 15.4, 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.

#### **15.4 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 15.

#### **15.5 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.

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

Each party acknowledges that a breach of this clause 15 may cause the other party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, each party may seek and obtain injunctive relief against such a breach or threatened breach.

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

The obligations under this clause 15 survive expiry and termination of these standard conditions.

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## **16 Dispute resolution**

### **16.1 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 16 to resolve the Issue. In particular, the parties must, before commencing court proceedings, refer the Issue to the Management Committee in accordance with clause 16.2, and thereafter proceed in accordance with clauses 16.3 to 16.5.

### **16.2 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.

### **16.3 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 16.2 to discuss the Issue in good faith with a view to resolving the Issue by agreement between the parties.

### **16.4 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.

### **16.5 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.

### **16.6 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 16. 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.

## **16.7 Legal proceedings**

Nothing in this clause 16 prevents either party from commencing legal proceedings for urgent interlocutory relief.

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## **17 Notices**

### **17.1 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.

### **17.2 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 3.9; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out in clause 3.9; or
- (c) sent by fax to the fax number set out in clause 3.9; 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.

### **17.3 When effective**

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

### **17.4 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).

### **17.5 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.

### **17.6 Receipt - general**

Despite clauses 17.4 ("Receipt - post") and 17.5 ("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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## 18 Definitions and interpretation

### 18.1 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.

**AMS** means the Aviation & Maritime Security Division of the Commonwealth Department of Home Affairs.

**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 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 – Terminals, Aprons & Related Infrastructure** means the agreement between you and us for the use of the Terminals, Aprons & Related Infrastructure 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 Aerodrome 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 AMS 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.

**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 pursuant to these standard conditions 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 substantially in the form set out in Schedule 7.

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

**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.

**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 AMS directions) or other lawful authority (including AMS) which include, but are not limited to, the services set out in clause 8.2.

**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 any airline or aircraft operators that, at the relevant time, represents at least 10% of the total passengers arriving at or departing from the International Terminal or the Domestic Terminal.

**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.

**Marginally Compliant Aircraft** has the same meaning as the defined term “large marginally compliant aircraft” in the *Air Navigation (Aircraft Noise) Regulations 2018*.

**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.

**Noise Certificate** means a certificate issued by a competent authority (whether in Australia or elsewhere) that indicates the level of compliance with the noise emission requirements of Annex 16 Volume 1 (Environmental Protection – Aircraft Noise) of the *Convention on International Civil Aviation* (known as the Chicago Convention).

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

**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).

**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.

**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.

## 18.2 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.

### **18.3 Headings**

Headings do not affect the interpretation of these standard conditions.

## Part 2 – Conditions specific to the Runway System

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### **19 Parking and aircraft removal**

#### **19.1 Movement and removal of aircraft**

In accordance with the Brisbane Airport Aerodrome 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.

#### **19.2 Failure to comply**

If you do not comply with a request under clause 19.1 then we may move or remove the aircraft at your cost. In doing so we will:

- (a) follow applicable procedures in the Brisbane Airport Aerodrome 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.

#### **19.3 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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## **20 Schemes for optimising runway utilisation**

We may, from time to time, introduce or amend a demand management scheme (**DMS**) for the efficient management of the available runway capacity at Brisbane Airport. If we want to introduce or amend a DMS, we will:

- (a) first consult with the affected Major Users at least 120 days before introducing or amending a DMS; and
- (b) give you 90 days' notice in writing of the new or amended DMS before it comes into effect. We will also publish the DMS on our Web Site.

You agree to comply at all times with any DMS we introduce or amend and with the reasonable directions of our officers, employees, agents and contractors provided that they are acting in accordance with the DMS.

We may also cancel any DMS which we have introduced at Brisbane Airport if we decide that the DMS is no longer necessary, having regard to its original purpose. If we want to cancel a DMS, we will:

- (a) first consult with the affected Major Users at least 120 days before implementing the cancellation; and
- (b) give you 90 days' notice in writing of before the cancellation comes into effect. We will also publish notice of cancellation of the DMS on our Web Site.

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## **21 Operating certain aircraft at Brisbane Airport**

### **21.1 Application**

This clause 21 applies to you if you operate, or intend to operate, a Marginally Compliant Aircraft at Brisbane Airport.

### **21.2 Requests for information**

Before you operate a Marginally Compliant Aircraft at Brisbane Airport you must provide to us:

- (a) a copy of the Noise Certificate for that aircraft; and
- (b) any other information we reasonably request about that aircraft.

If you are an existing user of Brisbane Airport at the Start Date, then upon request by BAC, you must immediately provide the information described above for each Marginally Compliant Aircraft you operate.

### **21.3 Operating restrictions**

We may, at our discretion, impose operating restrictions on the times at which, or the way in which, you operate Marginally Compliant Aircraft at Brisbane Airport. For example, we may require you to use a particular runway at certain times of the day.

### **21.4 Noise Surcharge**

You must pay BAC a noise surcharge for any Marginally Compliant Aircraft you operate at Brisbane Airport, as set out in Schedule 5.



# Brisbane Airport Aviation Services and Charges Agreement – Runway System

## Schedule 1 - Aviation Services

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

- Runways, taxiways, airside roads/grounds.
- Each of the following, as they relate to the runways, taxiways, airside roads/grounds:
  - Airfield and airside lighting.
  - 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.

Those Aviation Services included in the Terminals, Aprons & Related Infrastructure Agreement are excluded from “Aviation Services” listed above.

# Brisbane Airport Aviation Services and Charges Agreement – Runway System

## Schedule 2 - Information required from occasional users of Brisbane Airport (clause 3.2)

BRISBANE AIRPORT CORPORATION PTY LTD

AVIATION SERVICES AND CHARGES STANDARD CONDITIONS  
(CLAUSE 3.2)

### 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 – Runway System

## Schedule 3 - Information required from Regular Users of Brisbane Airport (clause 3.3)

BRISBANE AIRPORT CORPORATION PTY LTD

AVIATION SERVICES AND CHARGES STANDARD CONDITIONS  
(CLAUSE 3.3)

### 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>	..... 20 .....
<b>Flight Schedule</b>	As per copy provided on ..... 20 ..... 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 – Runway System**

Schedule 4 – Not used

# Brisbane Airport Aviation Services and Charges Agreement – Runway System

## Schedule 5 – Aviation Charges (Clause 7)

In this Schedule 5 and in clause 3, 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.
- (c) **Infant** means a person of 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.
- (k) **Transits** means a Domestic Passenger or an International Passenger whose origin and destination is an airport, other than Brisbane Airport, serviced by the same flight or flight code number.

# Brisbane Airport Aviation Services and Charges Agreement – Runway System

Type of Aviation Charge	Services	Basis for the Aviation Charge	01/07/23 - 30/06/24 ex GST
<b>Passenger Service Charge – Domestic Terminal</b>	For the use of the Runway System	Charged per arriving and per departing Domestic Passenger	\$10.39
<b>Passenger Service Charge – International Terminal</b>	For the use of the Runway System	Charged per arriving and per departing International Passenger	\$21.78
<b>General Aviation, Freight, Diversions and Private Charter Landing Fee</b>	For the use of the Runway System	Charged on a per landed tonne MTOW pro-rata per landing at Brisbane Airport, subject to the following Minimum Charge	\$17.73 Minimum Charge: \$104.00
<b>Rotary Wing Aircraft Landing Fee</b>	For the use of the Runway System	Charged on a per landed tonne MTOW pro-rata per landing at Brisbane Airport subject to the following Minimum Charge	\$10.64 Minimum Charge: \$52.00
<b>Noise Surcharge</b>	For the use of the runway system by Marginally Compliant Aircraft, a noise surcharge will apply	The surcharge will be applied to all Aviation Charges under these standard conditions	50%

# **Brisbane Airport Aviation Services and Charges Agreement – Runway System**

## **Schedule 6 – Government Mandated Charges (Clause 8)**

Note: as at the Start Date, there are no Government Mandated Charges under these standard conditions. However, we may impose Government Mandated Charges in accordance with clause 1.10 and clause 8.

# Brisbane Airport Aviation Services and Charges Agreement – Runway System

## Schedule 7 - Credit Application Form (clause 10.1)

**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

		/ /
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# Brisbane Airport Aviation Services and Charges Agreement – Runway System

REGISTERED OFFICE ADDRESS

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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 the provisions of Part IIIA (Credit Reporting) 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 to the following:

- (a) 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 20F(1)); and
  - (ii) assessing my/our application for commercial credit on an on-going basis (Privacy Act s 20F(1)); or
  - (iii) assessing my/our application for consumer credit (Privacy Act s 20F(1));
- (b) Brisbane Airport Corporation Pty Ltd’s 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 application for commercial credit with Brisbane Airport Corporation Pty Ltd (Privacy Act s 20F(1)); and

# Brisbane Airport Aviation Services and Charges Agreement – Runway System

- (c) 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 21G).
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