



MACKAY AIRPORT CONDITIONS OF USE

27 OCTOBER 2016

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Details

Interpretation:	Definitions are at the end of the standard conditions
Parties:	Mackay Airport Pty Ltd ACN 132 228 534 (which is referred to in these standard conditions as we, us and our); and You (being an airline or aircraft operator to whom these standard conditions apply, and which is referred to in these standard conditions as you and your).
Name:	Mackay Airport Pty Ltd 4 Boundary Road East South Mackay Queensland 4740 PO Box 5806 Mackay Mail Centre Queensland 4741
Telephone:	07 4957 0201
Fax:	07 4953 1929
Email:	admin@mackayairport.com

We are the lessee and operator of Mackay Airport.

We agree to supply Aviation Services and Government Mandated Services to you on the terms of these standard conditions.

In consideration for the supply of Aviation Services and Government Mandated Services, you agree to pay the Aviation Charges, any Government Mandated Charges and to otherwise comply with your obligations under these standard conditions.

Governing law: Queensland

1. About these Standard Conditions and Mackay Airport

1.1 TERM OF THESE STANDARD CONDITIONS

These standard conditions will be effective as of the Start Date and will cease to be effective when these standard terms are revoked or replaced by us.

1.2 USERS OF MACKAY AIRPORT

These standard conditions apply to all airlines and aircraft operators who use Mackay Airport on or after the Start Date, unless we have agreed different conditions with any such airline or aircraft operator. If you are an airline or an aircraft operator and you use Mackay Airport on or after the Start Date, you agree to be comply with these standard conditions (as amended from time to time in accordance with these standard conditions) and all of our rules and reasonable directions, other than to the extent that we have agreed different conditions with you.

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 the costs and charges of the provision of Aviation Services through the Aviation Charges and the costs and charges of the provision of the Government Mandated Services through 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 costs and charges for those services. General Airport Services are available for use from us on separate terms and rates.

1.5 SERVICES THAT ARE NOT AVIATION SERVICES

Aviation Services do not include the following services at Mackay Airport:

- a) services provided by us to commercial ground transport operators, fuel companies and fuel suppliers;
- b) terminal navigation services;
- c) rescue and firefighting services;
- d) en-route services;
- e) meteorological services;
- f) ground handling services;
- g) engineering services;
- h) security passenger screening services;
- i) security check bag screening services;
- j) fuelling services; and
- k) any service which, as at the Start Date, was the subject of a contract, lease, licence or authority granted by us.

Upon request, we can provide you with a list of contractors and service agents who provide these services (that are not Aviation Services) at Mackay Airport. We do not guarantee, represent or warrant the quality or suitability of any such services provided by those contractors and service agents.

1.6 PUBLICATION OF THESE STANDARD CONDITIONS

While these standard conditions are effective, we will use reasonable endeavours to ensure that these standard conditions (as amended from time to time) are published on the Website.

1.7 PAYMENT OF AVIATION CHARGES AND GOVERNMENT MANDATED CHARGES

You will be liable to pay the Aviation Charges and the Government Mandated Charges whether or not you have been notified of these standard conditions before you use Mackay Airport.

1.8 AMENDING THESE STANDARD CONDITIONS

We may amend these standard conditions at any time.

1.9 ACCESS TO MACKAY AIRPORT

We will provide access to Mackay Airport to you as required by applicable law. You acknowledge that access to Mackay Airport may be subject to the needs and requests of other airlines and aircraft operators.

1.10 WE MAY PROHIBIT YOUR USE OF MACKAY AIRPORT

We may, subject to any applicable law (including the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld)) and any applicable Bilateral Agreement, prohibit any person from using the Mackay Airport.

1.11 ACCESS TO YOUR LEASED OR LICENSED AREAS

Provided that we give you at least 7 days prior notice, you agree to give us access to your leased or licensed areas to undertake such surveys and other research as we consider reasonably necessary to measure passenger or other user satisfaction.

2. Your Use of Mackay Airport

2.1 WHAT YOU MUST COMPLY WITH

You must:

- a) use reasonable endeavours to comply with the *Mackay Airport Aerodrome Operations Manual*;
- b) comply with the *Mackay Airport Transport Security Program*, the *Mackay Airport Aerodrome Emergency Plan* and the *Mackay Airport Airside Vehicle Control Manual*;
- c) comply with all applicable laws and regulations (including environmental laws and regulations and workplace health and safety laws and regulations);
- d) comply with any restrictions on flying operations imposed by any applicable statutory authority from time to time;
- e) comply with all rules and regulations imposed by the Civil Aviation Safety Authority and Airservices Australia;
- f) use reasonable endeavours to comply with any noise management procedures or regulations imposed by any applicable statutory authority from time to time;
- g) comply with all of our applicable policies (including any environment, workplace health and safety, and drug and alcohol management policies);
- h) comply with any reasonable directions issued by us in respect of your use of the Mackay Airport;
- i) comply with any directions or requirements with respect to security (including passenger screening requirements) issued by the Minister, the Department, any other applicable minister or department of the Commonwealth Government or the State Government, or any applicable law enforcement authority or agency; and
- j) these standard conditions.

2.2 WHAT YOU MUST NOT DO

You agree not to do anything and to procure that your employees, agents and contractors do not do anything that puts us or may put us in breach or prevents us or may prevent us from observing our obligations under any applicable legislation or regulation (including the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld) and any regulations made thereunder).

2.3 WE WILL PROVIDE CERTAIN INFORMATION

Upon your request, we will provide you with:

- a) the sections of the *Mackay Airport Aerodrome Operations Manual* with which you must comply;
 - b) the details of the *Mackay Airport Transport Security Program* that are applicable to your use of the Mackay Airport; and
 - c) *Mackay Airport Aerodrome Emergency Plan* and emergency procedures,
- provided that we will not give you such information to the extent that:
- d) such disclosure would breach any applicable law or regulation, or any confidentiality obligation; or
 - e) we determine for security reasons that such disclosure is not appropriate or desirable.

If we provide you with information under this clause 2.3 and we request that you keep that information confidential, you must keep that information confidential and not disclose that information to any person (other than to the extent that such disclosure is necessary to comply with your obligations under these standard conditions).

2.4 USE OF COMMON USER FACILITIES

If you had entered into a licence agreement with us for the use of terminal facilities at the Mackay Airport Terminal prior to the start date, that licence agreement will continue to apply to your use of those terminal facilities until the expiration or termination of that licence agreement.

Otherwise, the Common User Conditions and these standard conditions apply to your use of the terminal facilities at the Mackay Airport.

2.5 GROUND HANDLING SERVICES

All Ground Handling Services provided at Mackay Airport must comply with the Ground Handling Conditions and these standard conditions. If we undertake an independent audit to assess whether any Ground Handling Services provided by you at Mackay Airport comply with the Ground Handling Conditions and these standard conditions, we will provide you with a copy of the applicable audit report.

2.6 AIRPORT WORKS

- a) You must also comply with all applicable laws (including the *Sustainable Planning Act 2009* (Qld)) when undertaking major works at Mackay Airport.
- b) You must not undertake major works at Mackay Airport without our prior written approval.

3. Information You Must Give Us

3.1 BEFORE YOU USE THE MACKAY AIRPORT

Other than to the extent that you have previously provided this information to us, before you use the Mackay Airport you must provide us with the following information (preferably by email):

- a) your name, address and contact details;
- b) evidence that you have security procedures that comply with our security requirements and with all applicable laws, regulations and requirements of Commonwealth Government or State Government agencies;
- c) evidence that you have emergency procedures that comply with the Mackay Airport Aerodrome Emergency Plan and emergency procedures and applicable laws, regulations and requirements of Commonwealth Government or State Government agencies; and
- d) the names, addresses, telephone numbers, facsimile numbers and all other contact details for your key personnel (who we can contact at any time in respect of any emergency, security, operational or financial matter relating to your use of Mackay Airport).

3.2 FROM TIME TO TIME

You must promptly notify us of any changes to the information that you are required to provide under clause 3.1.

3.3 ADDITIONAL INFORMATION REQUIRED FROM ALL USERS

You must also notify us of the following information:

- a) for all of your aircraft using Mackay Airport:
 - i. airline; and
 - ii. aircraft type*;
 - iii. landed tonnes*;
 - iv. aircraft registration number*; and
 - v. maximum passenger capacity,provided that you need only to notify us of the information described in clause 3.3(a)(ii) to (iv) (inclusive) if we have notified you that we no longer receive this information from a third party service provider or we otherwise require you to provide it under this clause 3.3(a);
- b) within 24 hours after each flight to or from Mackay Airport by your aircraft:
 - i. the aircraft registration number of the aircraft;
 - ii. the flight number;
 - iii. the origin of the flight;
 - iv. the destination of the flight;
 - v. the date of the flight;
 - vi. the scheduled time of arrival at, and departure from, Mackay Airport;
 - vii. the actual time of arrival at, and departure from, Mackay Airport;
 - viii. the maximum passenger capacity of the aircraft;
 - ix. the total number of passengers on the flight (including Infants but excluding Operating Crew);
 - x. the total number of Transits on the flight (including Infants but excluding Operating Crew);

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- xi. the total number of Transfers on the flight (including Infants but excluding Operating Crew); and
- xii. the amount of any freight carried on the flight (in tonnes); and
- c) within 5 Business Days after the end of each month:
 - a. passenger declarations in respect of that month in the electronic format requested by us; and
 - b. declarations of any cargo loaded and unloaded at Mackay Airport during that month.

3.4 NON DELIVERY OF PASSENGER INFORMATION

If you do not provide the information required under clause 3.3(c)(a) within 5 Business Days after the end of a month, you agree that we may calculate the Aviation Charges for that month on the basis that the total number of passengers on each flight to or from Mackay Airport of your aircraft during that month equalled the maximum passenger capacity of each such aircraft.

4. Parking and Aircraft Removal

4.1 MOVEMENT AND REMOVAL OF AIRCRAFT

If requested by us, subject to air traffic clearances and any emergencies (reasonably determined by us), you must:

- a) move any of your parked aircraft to another position in Mackay Airport; or
 - b) remove any of your parked aircraft from Mackay Airport,
- within any reasonable time specified by us.

4.2 FAILURE TO COMPLY

If you do not comply with a request under clause 4.1, then we may move or remove the applicable parked aircraft at your cost. If we move or remove the applicable parked aircraft, we will notify you of:

- a) the date and time of the move or removal;
- b) where the applicable parked aircraft has been, or is to be, moved to;
- c) the means used, or to be used, to move the applicable parked aircraft; and
- d) any conditions that will apply to your recovery of the applicable parked aircraft.

We will make reasonable efforts to notify you before moving your parked aircraft pursuant to this clause 4.2. If we do not notify you before we move your parked aircraft pursuant to this clause 4.2, we will notify you as soon as reasonably practicable after your parked aircraft has been moved.

4.3 LIABILITY AND INDEMNITY FOR REMOVAL OF AIRCRAFT

You will:

- a) be liable for; and
- b) indemnify us, our officers, employees, agents and contractors against any injury, death, cost, expense, loss or damage directly or indirectly caused or contributed to by your failure to comply with a request under clause 4.1 (including any loss or damage directly or indirectly caused by us while moving or removing your parked aircraft).

5. Mackay Airport Allocation Rules

5.1 ALLOCATION RULES

The rules that will govern the allocation of the Mackay Airport Terminal aircraft bays, the Mackay Airport terminal baggage handling systems, the Mackay Airport Terminal baggage carousel, and the Mackay Airport Terminal check-in desks are the Allocation Rules.

5.2 COMPLIANCE WITH ALLOCATION RULES

You must comply with the Allocation Rules at all times and the reasonable directions of our officers, employees, agents and contractors provided that they are acting in accordance with the Allocation Rules.

6. Mackay Airport Security

6.1 AVIATION SECURITY IDENTIFICATION CARD

Neither you nor your employees, agents and contractors will be permitted to access or use airside and security restricted areas of Mackay Airport unless such person holds a current ASIC for the Mackay Airport.

6.2 ISSUING OF ASICS

If you or your employees, agents and contractors require an ASIC for the Mackay Airport,

- a) if you are an authorised issuing authority for ASICs, you must obtain our approval in writing to issue; or
- b) otherwise, you may apply to us for an ASIC for the Mackay Airport.

6.3 DISPLAYING AND PRODUCING YOUR ASIC

You and your employees, agents and contractors must display a current ASIC for the Mackay Airport above the waist in a visible location on the person at all times while at Mackay Airport and must produce it for inspection by us or by any other lawful authority at any time.

6.4 ASIC APPLICATION SECURITY CHECKS

You, on behalf of yourself and your employees, agents and contractors, acknowledge that we may conduct a detailed Australian Federal Police and any other law enforcement agency security check on any applicant for an ASIC for the Mackay Airport, which may include a check on the applicant's criminal history to determine their suitability to possess an ASIC for the Mackay Airport.

6.5 ASIC APPLICATION FEES

We may charge reasonable fees to consider and process any application for an ASIC for the Mackay Airport.

6.6 ASIC CONDITIONS OF USE

If we, or an authorised issuing authority, issue you or one of your employees, agents and contractors with an ASIC for the Mackay Airport, the ASIC for the Mackay Airport is issued on the conditions on the ASIC application form. Any ASIC for the Mackay Airport issued by us remains our property at all times and must be surrendered to us or any other lawful authority:

- a) immediately on demand;
- b) as soon as reasonably practicable after you no longer use the Mackay Airport;
- c) as soon as reasonably practicable after any employee, agent or contractor ceases to be employed by you at the Mackay Airport; or
- d) as soon as reasonably practicable after it is no longer required.

6.7 SCREENING AUTHORITY FOR MACKAY AIRPORT

Mackay Airport Pty Ltd is the designated screening authority for passenger screening at the Mackay Airport Terminal.

6.8 MACKAY AIRPORT COMMITTEES

We recommend that you or your representative attend meetings of the following committees:

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- a) the Mackay Airport Security Committee, which meets every six months;
- b) the Mackay Airport Safety Committee, which meets every three months; and
- c) the Mackay Airport Emergency Planning Committee, which meets at least every twelve months.

6.9 MACKAY AIRPORT EXERCISES AND TRAINING

We conduct regular exercises and training at the Mackay Airport on a variety of airport-related activities and procedures (including security and emergency procedures). We will give you reasonable prior notice of when these exercises and training will be conducted. We strongly recommend that you send a representative and any new employees to these exercises and training. If we give you reasonable prior notice of exercises or training at the Mackay Airport and we request that you or any of your employees, agents or contractors participate in the exercises or training, you must, and you must procure that your employees, agents or contractors, (as applicable) participate in the exercises or training.

6.10 BUILDING OR CONSTRUCTION WORKS IN RESTRICTED OR CONTROLLED AREAS

You must not commence any construction on, or modifications to, buildings at or other structures on the Mackay Airport that:

- a) are in restricted or controlled areas of the Mackay Airport; or
- b) may impact on the security of restricted or controlled areas of the Mackay Airport, unless you have obtained security clearance from the Department, us and, if required by Airservices Australia. At all times, personnel who are authorised by us and who are holders of an ASIC for the Mackay Airport must supervise any building or construction work in restricted or controlled areas of the Mackay Airport. In addition, we, the Department or any lawful authority may supervise your building or construction work in restricted or controlled areas of the Mackay Airport. If we require that your building or construction work be supervised by security personnel, we may invoice you for all reasonable costs and expenses that we have incurred in relation to such security personnel. If there is a breach of security or our security requirements during your building or construction work in restricted or controlled areas of the Mackay Airport, we may take any reasonable action to resecure the restricted or controlled area and you must indemnify us against any costs or expenses incurred by us in taking that action.

7. Insurance

7.1 INSURANCE COVERAGE

You must, in connection with your use of Mackay Airport, maintain:

- a) public liability insurance for at least \$20 million or such higher level of insurance cover that a prudent airline or aircraft operator would ordinarily take out; and
- b) any other insurances which are required by law in connection with your use of Mackay Airport and a prudent airline or aircraft operator would ordinarily take out,

in your name and any such insurance policy must note our interest in respect of your use of Mackay Airport.

7.2 ADDITIONAL OBLIGATIONS

You must:

- a) before you use Mackay Airport (if you have not previously provided evidence that you have complied with clause 7.1), before the beginning of each period of insurance and whenever we ask you for it (acting reasonably), provide us with copies of all the insurance policies that you are required to maintain under clause 7.1; and
- b) notify us as soon as practicable if an insurance policy required by clause 7.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with your use of Mackay Airport.

7.3 CLAIMS ON INSURANCES

You must not enforce, conduct, settle or compromise any claim under any insurance policy required by these standard conditions (notwithstanding that any such insurance policy may also cover other property), if the claim relates to your use of Mackay Airport without our prior written consent (such consent not to be unreasonably withheld).

7.4 ACTS AFFECTING INSURANCES

- a) Subject to clause 7.4(b), you must not do anything which may:
 - i. adversely affect your or our rights under any insurance policy; or
 - ii. increase an insurance premium payable in connection with your use of Mackay Airport.
- b) You may bring about an increase in an insurance premium payable in connection with your use of Mackay Airport, provided that you:
 - i. first obtain our consent (which shall not be unreasonably withheld) to the increase;
 - ii. do not otherwise do anything which may adversely affect your or our rights under the applicable insurance policy; and
 - iii. pay all insurance premiums payable under any such insurance policy (including any increase in the insurance premium payable under the insurance policy).

8. Interruptions to Airport Services

8.1 UNPLANNED INTERRUPTIONS AND SHUTDOWNS

We may close Mackay Airport or any part of Mackay Airport or interrupt or shutdown a service or facility at Mackay Airport 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 reasonable endeavours to:

- a) give you prior notice of any such closure, interruption or shutdown; and
- b) minimise the effect of any such closure, interruption or shutdown on you.

8.2 PLANNED INTERRUPTIONS AND SHUTDOWNS

We may close Mackay Airport or any part of Mackay Airport or interrupt or shutdown a service or facility at Mackay Airport at any time if we believe it necessary for the repair or maintenance of our facilities or due to building or construction work that is to occur at Mackay Airport. In respect of any such closure, interruption or shutdown, we will use reasonable endeavours to:

- a) consult, and negotiate in good faith a plan for the closure, interruption or shutdown, with all major users;
- b) if such a plan is agreed with all major users, comply with any such agreed plan;
- c) give you reasonable prior notice of any such a closure, interruption or shutdown; and
- d) minimise the effect of any such closure, interruption or shutdown on you.

8.3 LIABILITY FOR PLANNED OR UNPLANNED INTERRUPTIONS AND SHUTDOWNS

We are not liable for any cost, expense, loss or damage directly or indirectly caused by the planned or unplanned closure of Mackay Airport or any part of Mackay Airport or the planned or unplanned interruption or shutdown of a service or facility at Mackay Airport unless such cost, expense, loss or damage was directly caused or contributed to by our negligence or the negligence of our officers, employees, agents or contractors (and then only to the extent of such direct cause or contribution).

9. Government Mandated Costs and Government Mandated Charges

9.1 WHAT ARE GOVERNMENT MANDATED SERVICES?

Government Mandated Services are those security-related services that are provided to you and which are mandated by the Commonwealth Government, the Department, the Minister or any other applicable authority (under legislation, direction or otherwise), including the following services:

- a) passenger and hold baggage screening at the Mackay Airport Terminal; and
- b) explosive trace detection of checked baggage.

9.2 THE PROVISION OF GOVERNMENT MANDATED SERVICES

If the Government Mandated Services are provided at Mackay Airport by a person other than us, you must enter into an agreement with the provider of those Government Mandated Services at the Mackay Airport on any terms and conditions reasonably required by the provider of those Government Mandated Services.

The Government Mandated Services at Mackay Airport are provided by or on behalf of Mackay Airport Pty Ltd.

9.3 GOVERNMENT MANDATED CHARGES

If we provide Government Mandated Services at Mackay Airport, you will be liable to pay the Government Mandated Charges. The Government Mandated Charges will be determined by us in accordance with the directions of the Commonwealth Government, the Department, the Minister and any other applicable authority and may change if the Commonwealth Government, the Department, the Minister and any other applicable authority changes:

- a) the Government Mandated Services that we must provide at Mackay Airport;
- b) the amount of Government Mandated Costs payable by us; and
- c) the basis upon which Government Mandated Costs are payable by us.

10. Payment of Aviation Charges and Government Mandated Charges

10.1 AVIATION CHARGES AND GOVERNMENT MANDATED CHARGES

You must pay the Aviation Charges and the Government Mandated Charges from time to time in accordance with this Clause 10.

10.2 CURRENCY OF PAYMENT

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

10.3 TIMING FOR PAYMENT

You must pay our Aviation Charges and our Government Mandated Charges within 30 days from the date of the monthly tax invoice sent to you by us in respect of those Aviation Charges and Government Mandated Charges by:

- a) direct deposit to Our Bank Account or our Agent's Bank Account;
- b) posting a cheque to our postal address or our Agent's postal address; or
- c) paying by cheque at our office,

unless we have agreed in writing other payment arrangements with you.

10.4 LATE PAYMENT OF AVIATION CHARGES AND GOVERNMENT MANDATED CHARGES

If you do not pay the Aviation Charges and Government Mandated Charges set out in a monthly tax invoice sent to you by us when due, we may charge you, in addition to the Aviation Charges and Government Mandated Charges:

- a) interest on the daily balances of any unpaid amounts from the due date for payment calculated at the Interest Rate; and
- b) if you do not pay the unpaid amounts and any accrued interest on the unpaid amounts within 30 days of the due date for payment of the unpaid amounts, additional interest on the daily balances of any unpaid amounts any accrued and unpaid interest on those unpaid amounts at a rate that reflects a genuine pre-estimate of our loss as determined by us.

We will not charge you interest on any amount that is the subject of a bona fide dispute under clause 19 unless and from such time as that dispute is resolved in accordance with clause 19.

10.5 RIGHT TO DETAIN AIRCRAFT

If you do not pay the Aviation Charges and the Government Mandated Charges when due, we may detain your aircraft and hold them until all such unpaid amounts (together with any interest charged in accordance with clause 10.4 thereon) are paid.

10.6 BANK GUARANTEE

We may, by notice to you, require you to give us an unconditional bank guarantee or performance bond payable on demand for our estimate of the Aviation Charges and the Government Mandated Charges that you will pay from an institution and on terms that are satisfactory to us. If you do not give us an unconditional bank guarantee or performance bond as requested under this clause 10.6, we may prohibit your use of Mackay Airport.

10.7 REPLACEMENT OR ADDITIONAL BANK GUARANTEE

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

- a) we call on the bank guarantee or performance bond already given to us; or
- b) we increase the amount to be secured by the bank guarantee or performance bond, which we may do at any time by giving you 30 days' written notice.

11. Indemnity and Release

11.1 YOU INDEMNIFY US

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

- a) a breach of these standard conditions by you;
- b) damage, loss (to person or property), injury or death caused or contributed to by you or your employees and agents, (including by you bringing onto or storing at Mackay Airport dangerous or contaminating substances);
- c) the overflow or leakage of water into or from any area at Mackay Airport that you use;
- d) your use of Mackay Airport;
- e) us doing anything which you must do under these standard conditions but have not done; and
- f) the exercise of the right to detain, move or remove your aircraft,

other than to the extent that such liability, loss or cost is directly caused or contributed to by our negligence or the negligence of our employees or agents.

11.2 YOU RELEASE US

You release us from, and agree that we are not liable for, any liability or loss arising from, and cost incurred in connection with:

- a) any damage, loss (to person or property), injury or death of any person; and
- b) anything we are permitted or required to do under these standard conditions,

unless and only to the extent that it was directly caused by our negligence or the negligence of our employees or agents.

11.3 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.

11.4 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.

12. Goods and Services Tax

12.1 DEFINITIONS

Words used in this clause 12 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

12.2 GST

- a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- b) To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- c) Whenever an adjustment event occurs in relation to any taxable supply to which clause 12.2(b) applies:
 - i. the supplier must determine the amount of the GST component of the consideration payable; and
 - ii. if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

12.3 TAX INVOICES

The supplier must issue a Tax Invoice to the recipient of a supply to which clause 12.2 applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.

12.4 REIMBURSEMENTS

If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

13. Privacy and Data Protection

This clause will only apply to personal information we collect, use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.

13.1 COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

We may collect, use and disclose personal information about you for the purposes of the administration, improvement and operation of Mackay Airport and our services, including security, safety, maintaining records, payments, facilitating your travels, assessing and reviewing permits etc., upholding contracts, and dealing with queries, complaints and incidents. Other purposes for which your personal information may be used and disclosed by us includes enforcement, research and statistical analysis conducted by us or our authorised third party service providers and to provide ongoing marketing and advertising by email, phone and other means, about Mackay Airport or other services offered by us or by our strategic alliance partners, customer airlines, tenants, occupiers and other users of Mackay Airport, unless you tell us not do or we are prevented by law.

We collect personal information from our dealings with you (including phone, email and online interactions), from CCTV images and from third parties including public sources, your representatives, social media and parties to whom we may disclose information as described here. Your personal information is collected pursuant to the Airport Assets (Restructuring and Disposal) Act 2008 and the Privacy Act 1988 (Cth) and any other applicable laws or regulations relating to the operation of Mackay Airport. Where you provide us with personal information about someone else you must have their consent to provide their personal information to us in accordance with this clause 13 and our Privacy Policy. If we are unable to collect the personal information we seek, this may impact on the services we can provide, e.g. we may be unable to transact business with you or process an application for an authority, licence, pass or permit.

We may exchange your personal information:

- a) with our contracted service providers, technology (including cloud computing) service providers, survey analysts, car park operators and debt collectors;
- b) with government and law enforcement agencies;
- c) if that is required by law (including the Transport Infrastructure Act 1994 and the Privacy Act 1988 (Cth)) or as required by any lawful authority (e.g. police force or a Court);
- d) for the purposes of us obtaining legal or other professional services or advice; and
- e) with a third party in the case of an actual or proposed sale, transfer or assignment of the whole, or part, of our business or undertaking or the whole or part of Mackay Airport assets and facilities

You agree that the parties to whom we disclose personal information may be located in Australia, and other countries. You acknowledge that we will not be accountable for those overseas parties under the Privacy Act and you may not be able to seek redress under the Privacy Act where we disclose your personal information overseas.

You agree to the North Queensland Airport Group Privacy Policy which you must have obtained by request to us or via www.mackayairport.com.

13.2 YOUR CONSENT

By applying for use of Aviation Services, you consent to us using and disclosing your personal information for the purposes set out in clause 13.1.

13.3 OUR OBLIGATIONS

Your personal information is important to us and we will:

- a) comply with the provisions of the *Privacy Act 1988* (Cth); and
- b) take all reasonable steps to ensure that your personal information is protected from unauthorised use and disclosure.

13.4 CONSEQUENCES OF FAILURE TO SUPPLY YOUR PERSONAL INFORMATION

If you fail to provide to us with any personal information required by us, or you provide incomplete information, subject to any applicable law, we will send you a notice requesting the information.

13.5 QUESTIONS ABOUT YOUR PRIVACY

If you have any questions, comments or concerns regarding the way we handle your personal information, if you wish to opt out of direct marketing as described in clause 13.1 or if you wish to gain access to your personal information we hold about you, we can be contacted by using the contact details listed at the beginning of this document. Your enquiry should be addressed to the privacy officer.

The North Queensland Airport Group Privacy Policy can be accessed via www.mackayairport.com and contains further details about the personal information we collect, how we use it, where we send it, who we disclose it to, and your privacy rights including accessing and updating your information, and raising concerns.

14. Confidential Information

14.1 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.

14.2 OBLIGATION OF CONFIDENTIALITY

Subject to clause 14.3:

- a) you must keep, and you must procure that your employees, agents, contractors and advisers keep, the Confidential Information confidential;
- b) you must use your best efforts to prevent third parties from gaining access to the Confidential Information;
- c) you must not and you must procure that your employees, agents, contractors and advisers do not, without our prior written consent, disclose or in any way communicate all or any of the Confidential Information; and
- d) you must not and you must procure that your employees, agents, contractors and advisers do not, without our prior written consent, copy, duplicate or otherwise reproduce any documents containing Confidential Information, except as is necessary to fulfil your obligations under these standard conditions.

14.3 PERMITTED DISCLOSURE

You may disclose Confidential Information:

- a) to your employees, agents and contractors in the course of their employment on a need-to-know basis;
- b) to your advisers on a need-to-know basis;
- c) to the extent that the Confidential Information is lawfully in your possession through sources other than us;
- d) to the extent that such disclosure as required by law or a stock exchange;
- e) to the extent that such disclosure is required in connection with legal proceedings relating to these standard conditions; or
- f) to the extent that the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person you.

14.4 NOTIFICATION OF BREACH

If you breach the confidentiality obligations contained in these standard conditions, you must immediately notify us in writing.

14.5 DAMAGES AND OTHER REMEDIES

You acknowledge that a breach of this clause 14 may cause us irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, we may seek and obtain injunctive relief in respect of such a breach or threatened breach.

14.6 SURVIVAL AFTER EXPIRY AND TERMINATION

The obligations under this Clause 14 survive expiry and termination of these standard conditions.

15. Dispute Resolution

15.1 PROCEDURE

If you are a Major User and there is an Issue, before either party may commence legal proceedings, the Issue must be referred to the Management Committee and the parties must otherwise comply with this clause 15.

15.2 REFERRAL TO MANAGEMENT COMMITTEE

If an Issue remains unresolved for 14 days, either party may refer the Issue to the Management Committee.

15.3 MANAGEMENT COMMITTEE TO MEET

The Management Committee must meet at our offices (or such other place as the parties may agree) within 14 days of the Issue being referred to it under clause 15.2 (or such longer period as the parties may agree) to discuss the Issue in good faith with a view to resolving the Issue by agreement between the parties.

15.4 FAILURE TO AGREE

If the Issue remains unresolved for 60 days after the Management Committee first 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.

15.5 REFERRAL TO CHIEF EXECUTIVE OFFICERS

If the Issue has been referred to the chief executive officers of the parties in accordance with clause 15.4, the chief executive officers of the parties must, within 14 days of that referral, 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.

15.6 MEDIATION

If an Issue remains unresolved within 60 days after the chief executive officers of the parties have met or should have met in accordance with clause 15.5, the Issue will be referred to mediation under the then current rules for mediation used by the Australian Commercial Disputes Centre in Mackay, Australia. Unless otherwise agreed by the parties, the mediation will take place in Mackay, Australia. Each party will bear their own legal and other costs and expenses in connection with the mediation.

15.7 LEGAL PROCEEDINGS

Nothing in this clause 15 prevents either party from commencing legal proceedings for urgent interlocutory relief.

16. Notices

16.1 FORM OF NOTICE

Unless expressly stated otherwise in these standard conditions, 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 we have notified otherwise, then marked for attention in the way last notified.

16.2 DELIVERY OF NOTICES

Unless expressly stated otherwise in these standard conditions, notices to us must be:

- a) left at the address;
- b) sent by prepaid ordinary post (airmail if appropriate) to the address;
- c) emailed to the email address; or
- d) sent by fax to the fax number,

set out on the page headed 'Details' at the beginning of these standard conditions (unless we have notified you of a different office address, postal address, email address or fax number, in which case as last notified to you), and otherwise given in any other way permitted by law.

16.3 WHEN EFFECTIVE

A notice will take effect from the time it is received unless a later time is specified in the notice.

16.4 RECEIPT – POST

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

16.5 RECEIPT – FAX

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

16.6 RECEIPT – GENERAL

Despite clauses 16.4 and 16.5, if a notice is received after 5.00pm in the place of receipt or on a day which is not a Business Day, they are to be taken to be received at 9.00am on the next Business Day.

17. Definitions and Interpretation

17.1 DEFINITIONS

In these standard conditions, the following words have the meanings below:

Allocation Rules means the allocation rules set out in Schedule 4 relating to use of the Mackay Airport Terminal aircraft bays, and Mackay Airport Terminal baggage handling systems, and Mackay Airport Terminal baggage carousel and Mackay Airport Terminal check-in desks.

ASIC means an Aviation Security Identity Card.

Aviation Charges means the charges payable by you which are determined from time to time under these standard conditions that relate to the provision of Aviation Services by us.

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

Bilateral Agreement means any convention, protocol or agreement between the Commonwealth of Australia and any other nation state recognised by the Commonwealth Government as a nation state.

Business Day means a day which is not a Saturday, Sunday or public holiday in Mackay, Queensland.

Common User Conditions means the conditions for use of the terminal facilities at the Mackay Airport Terminal set out in Schedule 2.

Commonwealth Government means the Government of the Commonwealth of Australia.

Confidential Information means all Information relating to or developed in connection with or in support of our business or the business of our related entities disclosed or otherwise provided to you or otherwise obtained by you which:

- a) is not generally available to the public; or
- b) if generally available to the public, so became available to the public as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence by you.

Department means the Commonwealth Department of Infrastructure and Regional Development or any other Commonwealth department that has responsibility for the regulation of airports in Australia from time to time.

Domestic Passenger means a person travelling on your aircraft (excluding International Passengers, Infants, Operating Crew and Positioning Crew).

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 Mackay 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

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offices, passenger lounges, landside storage areas within terminal areas, staff car parking and leased sites and buildings for office, freight, aircraft maintenance, catering and similar services.

Government Mandated Charges means those charges levied by us and payable by you to recover the Government Mandated Costs.

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

Government Mandated Services means the services described in clause 9.1.

Ground Handling Conditions means the conditions for ground handling at the Mackay Airport Terminal, which are set out in Schedule 3.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means has the same meaning as in the GST Act.

Infant means a person of the age of 2 years or less who does not occupy his or her own seat on the aircraft.

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

- a) our business, technology or other affairs or the business, technology or other affairs or the business of our related entities; 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 us or our related entities.

Interest Rate means the interest rate which is two percent (2%) per annum above the highest overdraft rate charged by Mackay Airport's principal bankers from time to time on unsecured overdrafts of one hundred thousand dollars (\$100,000.00) or such other sum as we determine is appropriate in our discretion.

International Passenger means a person travelling on your aircraft (excluding Infants, Operating Crew, Positioning Crew, Transfers and Transits) arriving or departing from an international destination.

Issue means a dispute or disagreement between you and us in connection with or under these standard conditions.

Land means the land described as Lot 381 on RP 711085, Lot 1 on RP 711078 Lot 1 on RP 842090, Lot 2 on RP 842090, Lot 1 on RP 714704, Lot 3 on RP 842090, lot 405 on SP 255594, Lot 443 on

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RP 724222, Lot 1 on RP 723311, Lot 2 on RP 723311, Lot 3 on RP 723311 and Lot 14 on SP108942, Parish of Howard and includes any buildings and any other improvements on any such land.

Mackay Airport means the airport known as Mackay Airport (as described in the *Airport Assets (Restructuring and Disposal) Act 2008 (Qld)*) and includes:

- a) the Land; and
- b) any other land owned, developed, controlled or used in conjunction with the Land that 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 all plant and equipment, fixtures, fittings, furniture and furnishings (other than the property that belongs to others).

Mackay Airport Terminal means the terminal at the Mackay Airport.

Mackay Airport Aerodrome Operations Manual means the manual setting out the rules and procedures for the operation of aircraft at Mackay Airport, the current version of which we will provide to you upon your request.

Mackay Airport Transport Security Program means our security program and measures in place from time to time for Mackay Airport, which includes any security requirements imposed on or by Mackay Airport by the Department under the *Aviation Transport Security Act 2004 (Cth)* and the *Aviation Transport Security Regulations 2005 (Cth)* or any other lawful authority.

Major Users means the airline or aircraft operators who are major users of Mackay Airport, as determined by us from time to time. As at the Start Date, Qantas Airways Limited, Jetstar Airways Pty Ltd, Qantaslink, Virgin Australia, and Tigerair are Major Users for the purposes of these standard conditions.

Major Works means:

- a) any construction or modification to buildings or other structures at Mackay Airport;
- b) works of any nature that may interfere with, disrupt or pose any other risk to us, the ordinary operation of the Mackay Airport or the activities of any other users of the Mackay Airport; and
- c) any other works as determined by us from time to time.

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

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

Minister means a Minister of the Department.

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

Operating Crew means airline employees operating as flight or cabin crew on any aircraft arriving at or departing from Mackay Airport.

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

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

Start Date means 1 July 2014.

State Government means the Government of the State of Queensland.

Tax Invoice means includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

Transfer means a Domestic Passenger whose origin and destination is an airport, other than Mackay Airport, serviced by a different flight.

Transit means a Domestic Passenger who disembarks at Mackay Airport and whose origin and destination is an airport, other than Mackay Airport, serviced by the same flight or flight code number.

Website means our world wide web page at the URL www.mackayairport.com and www.mackayairport.com.au.

17.2 INTERPRETATION

Unless expressed to the contrary:

- a) words importing:
 - i. the singular include the plural and vice versa;
 - 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;
 - ii. a person includes its legal personal representatives, successors and assigns;
 - 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;
 - iv. a right includes a benefit, remedy, discretion, authority or power;
 - 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;
 - 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;
 - vii. "\$" or "dollars" 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;
- 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;
- x. writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmission;
- xi. anything (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.

17.3 HEADINGS

Headings do not affect the interpretation of these standard conditions.

17.4 INCLUSIVE EXPRESSIONS

Specifying anything in these standard conditions after the words ‘including’, ‘includes’ or ‘for example’ or similar expressions does not limit what else is included unless there is express wording to the contrary.

Schedule 1 – Aviation Services

Aircraft movement facilities and activities means any of the following:

- a) airside grounds, runways, taxiways and aprons;
- b) airfield lighting, airside roads and airside lighting;
- c) airside safety;
- d) aircraft parking; and
- e) visual navigation aids.

Passenger processing facilities and activities means any of the following:

- a) forward airline support area services;
- b) check-in counters;
- c) departure, holding and airline lounges (but excluding commercially important persons lounges);
- d) security systems and services (including closed circuit surveillance systems);
- e) baggage make-up, handling and reclaim (including baggage handling system);
- f) public areas in terminals including amenities;
- g) covered airside walkways;
- h) public address system; and
- i) flight information display systems.

Schedule 2 – Common User Conditions for Mackay Airport Terminal

The Standard Conditions and these Common User Conditions apply to the Common User Equipment and Facilities at the Mackay Airport Terminal

PART A: CHECK-IN COUNTERS CONDITIONS

1. Location of Check-in Counters

1.1 In these conditions for the Mackay Airport Terminal, Check-in Counters means the common user check-in counters and the departure gate counters in the departure lounge.

2. Check-in Counters Equipment

2.1 Each Check-in Counter at the Mackay Airport Terminal is equipped with or has access to:

- a) the Baggage Handling System;
- b) weighing scales;
- c) FIDS;
- d) PA System; and
- e) information technology systems.

3. Allocation of Check-in Counters

3.1 We will allocate the Check-in Counters to you in accordance with the Allocation Rules.

4. Use of Check-in Counters

4.1 We will provide the FIDS. You are responsible for updating the data display in the FIDS, including details of any changes to schedule operations, as well as actual arrival and departure times. You must comply with our reasonable directions as to its use.

4.2 You must leave each Check-in Counter and the area surrounding it in a clean and tidy condition, free of dust. If required by us, you must remove your own equipment or stationery at the end of a period of use. Rubbish (including bag tags, used bag tabs and the 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 Check-in Counter and surrounding area at your cost.

4.3 You must take all reasonable precautions when using each Check-in Counter to prevent unauthorised entry into the Check-in Counter area and the Baggage Handling System.

4.4 When leaving a Check-in Counter, whether temporarily or at the end of your use, you must leave each Check-in Counter in a secure condition. The Baggage Handling System (including injector belts) should never be left on or running when unattended. The last employee or agent at the Check-in Counter must ensure that the Baggage Handling System is switched off with keys removed, the baggage shutters are down and that all Check-in Counters are logged off.

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5. Check-in Counter Charges for the Mackay Airport Terminal

- 5.1 Charges apply, unless we otherwise agree in writing, for the use of Check-in Counters at Mackay Airport. If you apply to use the Check-in Counters, we will provide you with details of these charges.
- 5.2 We will use reasonable endeavours to provide you with additional co-located Check-in Counters consistent with the growth of your traffic and your service level requirements.
- 5.3 If there is any:
- a) damage to the Check-in Counters;
 - b) breakdown in our equipment or the Baggage Handling System; or
 - c) breakdown or non-supply of Check-in Counter Equipment;
- we will use our best endeavours to provide substitute Check-in Counters for your use.

6. Ownership of Check-in Counter Equipment

- 6.1 The Check-in 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.
- 6.2 You must not part with possession or control of our equipment unless we ask you to in writing.

PART B: BAGGAGE HANDLING SYSTEM CONDITIONS

1. *Baggage Handling System Equipment*

1.1 We provide the Baggage Handling System for the Mackay Airport Terminal.

2. *Use of the Baggage Handling System*

2.1 You must comply with the minimum operational requirements for the Baggage Handling System detailed in the 'BHS Performance Specification – Minimum Requirements' (a copy of which we can provide to you upon request) and any variation to those requirements notified to you by us in writing. We may make rules from time to time about the use of the BHS and you must comply with those rules.

2.2 We will allocate the Baggage Handling System at the Mackay Airport Terminal in accordance with our Allocation Rules and the Standard Conditions. We will use our best endeavours to allocate your requested preferred conveyor and Baggage Make-up Area having regard to your flight schedules and to historical load factor information available to us.

2.3 You must not do anything which may adversely affect the efficiency of the Baggage Handling System.

2.4 If you do not comply with our Baggage Handling System rules and the Baggage Handling System is damaged, you must pay or reimburse us for the cost of repairs to the Baggage Handling System.

PART C: DEPARTURE GATE COUNTERS CONDITIONS

1. Allocation of Departure/Arrival Equipment

1.1 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 Mackay Airport.

2. Use of the Departure/Arrival Equipment

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

2.2 You must ensure that your staff operating the Departure/Arrival Equipment is 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.

2.3 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 Mackay Airport.

2.4 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.

PART D: FIDS AND PA SYSTEM CONDITIONS

1. FIDS

1.1 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) within the Mackay Airport Terminal.

2. FIDS Information

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

2.2 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.

2.3 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.

3. Provision of Additional FIDS

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

4. PA System

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

4.2 You must comply with our directions concerning the use of the PA System.

4.3 You must act reasonably in the use of the PA system and you must restrict your announcements to whatever is operationally required.

PART E: GENERAL COMMON USER CONDITIONS

1. Maintenance Agreements

1.1 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.

2. Repair and Maintenance

2.1 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.

2.2 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 2.1 of this Part E.

3. Responsibility for Employees and Agents

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

4. Use of Our Equipment

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

4.2 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.

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

4.4 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.

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

5.1 We may terminate your right to use the Check-in Counters and the Baggage Handling System immediately:

- a) 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
- b) if you cease to conduct or provide regular passenger air services at Mackay Airport.

6. Handling Agents

6.1 The terms of any agreement that you have with a handling agent must not be inconsistent with any of these conditions or the Standard Conditions.

6.2 You must inform the handling agent of your obligations under these conditions and the Standard Conditions.

7. Act, Regulations and Rules

- 7.1 You agree not to do anything and to procure that your employees, agents and contractors do not do anything that puts us or may put us in breach or prevents us or may prevent us from observing our obligations under any applicable legislation or regulation (including the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld) and any regulations made thereunder) and you agree to indemnify us against any claim if you do.
- 7.2 You agree that we can make rules for the day to day operation of Mackay Airport that will bind you. You and your employees, agents and contractors must comply with those rules at all times.

8. Air Navigation Regulations

- 8.1 You and we acknowledge that all carriers are required to operate in accordance with the *Air Navigation Regulations 1947* (Cth) and all other applicable laws and international instruments.

9. Prohibition on Conducting Unaccompanied Baggage Operations

- 9.1 You must not use any Check-in Counters or the Baggage Handling System to accept from any person, baggage or cargo for transportation and distribution baggage which is being sent as unaccompanied baggage or cargo.

10. Provision of Passenger and Aircraft Data

- 10.1 Where we wish to enter into commercial arrangements to supply non-sensitive information (from the information provided by you under clause 3 of the Standard Conditions), you agree that we can disclose such information provided that we require any recipient of the non-sensitive information to keep the non-sensitive information confidential. If you notify us that any specific information is commercially sensitive to you and you have acted reasonably in determining that such information is commercially sensitive to you, we will not disclose such information.
- 10.2 For the purposes of clause 10.1 of this Part E, non-sensitive information means generic passenger and aircraft arrival and departure information which does not specifically identify any particular airline and any other information that you have agreed that we may disclose from time to time.
- 10.3 You consent to us disclosing such details and information relating to these conditions as we consider necessary under the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld) or any other legislation or in connection with the Mackay Airport master plan developed under the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld) or as otherwise required under any agreement between us and the State of Queensland.

11. Meaning of Words

Baggage Make-up Area means the areas used to perform baggage make-up from the Baggage Handling System and to the baggage reclaim carousels, but does not include the other areas used to transport baggage to the aircraft.

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Baggage Handling System means the physical baggage handling system which transports baggage from the Check-in Counters along conveyor belts to the Baggage Make-up Area, but does not include the other areas used to transport baggage to the aircraft.

Check-in Counter Equipment means the following equipment:

- a) Baggage Handling System;
- b) weighing scales;
- c) FIDS; and
- d) PA System.

Departure/Arrival Equipment means aerobridge gates and bays and departure gate counters at the Mackay Airport.

FIDS means our Flight Information Display System.

Our Equipment means any equipment (including counters) supplied by us under these conditions but does not include the terminal equipment supplied by you or any other person.

PA System means our public address system throughout the Mackay Airport Terminal.

Standard Conditions means the Mackay Airport Conditions of Use, as amended from time to time.

Words used in these conditions that are defined in the Standard Conditions have the same meaning in these conditions.

Schedule 3 – Ground Handling Conditions for Mackay Airport Terminal

The Standard Conditions and these Ground Handling Conditions apply to the provision for ground Handling Services at the Mackay airport Terminal

1. Licence to provide Ground Handling Services

- 1.1 If you want to provide Ground Handling Services at the Mackay Airport Terminal, you must apply to us in writing for a licence and provide us such information as we may require in order to consider your application.
- 1.2 If we accept your application under clause 1.1, we grant to you, on a non-exclusive basis, a licence to use the Apron and Baggage Make-up Area for the purpose of operating the Ground Service Equipment to provide Ground Handling Services at the Mackay Airport Terminal.
- 1.3 Your use of the Apron and Baggage Make-up Area to provide Ground Handling Services will be on these conditions as well as the Standard Conditions.
- 1.4 Your rights under these conditions and the Standard Conditions are contractual only. You do not have an interest or estate in the Land and no tenancy over the Apron and Baggage Make-up Area or any other area of Mackay Airport is created. You may not lodge a caveat against the Land solely because you have a licence under these conditions.

2. Use of Apron and Baggage Make-up Areas for Ground Handling Services

- 2.1 Subject to any other agreement between you and us to the contrary, you must not at any time use the Apron and Baggage Make-up Area otherwise than for the purpose of operating the Ground Service Equipment in accordance with these conditions.
- 2.2 You must not in any manner obstruct or cause interference to the movement of Ground Service Equipment owned, leased, licensed and operated by other users of the Apron and Baggage Make-up Area.
- 2.3 When the Ground Service Equipment is not in operation it must be stored in your licensed Ground Service Equipment storage area which has been designated by us for that purpose.
- 2.4 You must at your cost comply with all lawful directions given from time to time by us, including directions with respect to the storage of petrol, oil or other material of an explosive, flammable or dangerous nature.

3. When can you use the Apron and Baggage Make-up Area?

- 3.1 You may use the Apron and Baggage Make-up Area whenever necessary to provide Ground Handling Services, but you must comply with our reasonable directions concerning that usage.

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- 3.2 We have established the Mackay Airport safety committee which meets to discuss, among other topics, the operation of the Apron and Baggage Make-up Area at Mackay Airport. This committee meets quarterly. You must have a representative at these meetings.
- 3.3 You must comply with all applicable safety standards for the use of Ground Handling Equipment.
- 3.4 You must use your best endeavours to facilitate the efficiency of operation of other users of the Apron and Baggage Make-up Area including conducting your own operations in providing Ground Handling Service promptly and efficiently and promptly removing your Ground Service Equipment from the Apron and Baggage Make-up Area when not in operation.

4. Use of Apron, Baggage Make-up Area and Ground Service Equipment

- 4.1 You use the Apron and Baggage Make-up Area and the Ground Service Equipment at your own risk.
- 4.2 We will have no responsibility or liability for any loss or damage to any of your Ground Service Equipment on or about the Apron and Baggage Make-up Area however this loss or damage is caused.
- 4.3 You must ensure that your employees, agents and contractors clearly display a valid red ASIC while they are operating on the regular public transport Apron and Baggage Make-up Area and that they comply with all reasonable directions given to you by us, the Department or any other lawful authority.
- 4.4 You must ensure that only appropriately trained personnel are permitted to operate the Ground Service Equipment. The type, level and frequency of Ground Service Equipment operator training must be to our reasonable satisfaction.
- 4.5 You must do anything on or in the vicinity of the Apron and Baggage Make-up Area which in our reasonable opinion is annoying, dangerous or offensive to us or any other use of the Apron and Baggage Make-up Area or Mackay Airport.
- 4.6 You must not, without our approval, bring or leave, or permit to be brought or left any offensive, hazardous or dangerous substance onto or on the Apron and Baggage Make-up Area or in the vicinity of the Apron and Baggage Make-up Area.
- 4.7 You must not cause or permit any rubbish to be placed, thrown or dropped on or about the Apron and Baggage Make-up Area and must at all times ensure that the Apron and Baggage Make-up Area is kept clean and tidy. If you do not comply with these requirements to our reasonable satisfaction, we will clean the Apron and Baggage Make-up Area at your expense.

- 4.8 You must not, without our approval, refuel, clean, grease, oil, repair or wash any of your Ground Service Equipment on the Apron and Baggage Make-up Area.
- 4.9 You must handle passenger luggage and cargo in accordance with Australian and international laws, treaties, conventions and guidelines.
- 4.10 You must ensure that all appropriate licences and registrations are maintained in compliance with our airside driving rules and vehicle registration requirements as set out in the Mackay Airport airside vehicle control manual.
- 4.11 You must use your best endeavours to comply with recommendations for the provision of Ground Handling Services specified in the International Air Transport Association Airport Handling Manual from time to time.
- 4.12 You must use your best endeavours to comply with recommended industry practice provided by the Australasian Aviation Ground Safety Council Inc.

5. Our directions about Apron and Baggage Make-up Area Use

- 5.1 You must comply with our directions and instructions (and the directions and instructions given by anyone we appoint to act on our behalf) concerning Ground Service Equipment movements, use of the Apron and Baggage Make-up Area, refuelling and any other matters in connection with the use of the Apron and Baggage Make-up Area and the provision of Ground Handling Services.
- 5.2 You must at all times comply with all rules made by us from time to time in relation to the use of the Apron and Baggage Make-up Area and the Ground Service Equipment.
- 5.3 You must at all comply with all applicable laws and regulations (including the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld)).

6. Control of the Apron and Baggage Make-up Area

- 6.1 We will retain possession of and full control over the Apron and Baggage Make-up Area at all times.
- 6.2 We will have full and free access to the Apron and Baggage Make-up Area at all times.
- 6.3 Subject to clauses 6.1 and 6.2 and any applicable laws and regulations, you must ensure that, during your hours of operation at Mackay Airport:
 - (a) only people who are properly authorised are in; and
 - (b) the Apron and Baggage Make-up Area is at all times sufficiently staffed by your employees, agents or contractors to prevent people who are not properly authorised being in or entering,the Apron and Baggage Make-up Area.

7. Repair and maintenance of Ground Service Equipment

- 7.1 You must take proper care of your Ground Service Equipment and ensure that at all times it is in good conditions and proper and safe working order.

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- 7.2 You must promptly repair (using appropriately qualified service personnel) any of your Ground Service Equipment that is not working properly or that has been damaged. If you do not promptly repair your Ground Service Equipment we may request either orally or in writing for you to do so.
- 7.3 If you do not repair any of your Ground Service Equipment when requested by us to do so we may direct you to remove that piece of Ground Handling Equipment from the Apron and Baggage Make-up Area and if you do not comply with our directions within a reasonable time we may remove the equipment at your expense and at your risk.
- 7.4 You must ensure that all of your vehicles that are Ground Service Equipment, when being operated 'airside' have a beacon that is visible from 360 degrees.

8. Maintenance of the Apron and Baggage Make-up Area

- 8.1 You are liable for the cost of any repairs to or cleaning of the surface of the Apron and Baggage Make-up Area where the need for those repairs or that cleaning is caused or contributed to by you or your employees, agents or contractors.
- 8.2 We will carry out the repairs to or cleaning of the surface of the Apron and Baggage Make-up Area referred to in clause 8.1 unless we direct you to carry out part or all of the repairs or cleaning. You are liable for the cost of any repairs or cleaning carried out by us or you pursuant to this clause 8.2.

9. Responsibility for employees, agents and contractors

- 9.1 You are responsible for the conduct of your employees, agents and contractors at Mackay Airport. You must ensure that they observe these conditions and the Standard Conditions. You must ensure that your employees, agents and contractors who are to provide Ground Handling Services undergo an induction of ramp safety to accepted Australian Standards as well as any induction program administered by us. You must demonstrate that all employees, agents and contractors who are to provide Ground Handling Services have undergone such induction prior to commencing work on the ramp. You must also ensure that all such employees, agents and contractors have maintained adequate levels of competency.

10. Adequacy of staffing levels

- 10.1 You must ensure that there is sufficient staff on duty to operate your Ground Service Equipment and to efficiently deal with anticipated Ground Handling Services demands without undue disruption to the operation of Mackay Airport consistently with processing times that have been agreed by you and us.

11. Termination of your right to use the Apron and Baggage Make-up Area

- 11.1 We may terminate your right to use the Apron and Baggage Make-up Area to provide Ground Handling Services immediately:
- a) by giving you written notice, if you fail to comply with 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; or
 - b) when you cease to conduct or provide, or have provided to you by a handling agent, Ground Handling Services at Mackay Airport.

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11.2 If we have revoked or withdrawn the standard conditions or if we have terminated your right use the Apron and Baggage Make-up Area under clause 11.1 you must remove your Ground Service Equipment from the Apron and Baggage Make-up Area. If you do not remove your Ground Service Equipment from the Apron and Baggage Make-up Area at such a time, we will remove it at your risk and at your expense.

12. Act, regulations and rules

12.1 You agree not to do anything and to procure that your employees, agents and contractors do not do anything that puts us or may put us in breach or prevents us or may prevent us from observing our obligations under any applicable legislation or regulation (including the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld) and any regulations made thereunder) and you agree to indemnify us against any claim if you do.

12.2 You agree that we can make rules for the day to day operation of the Apron and Mackay Airport that will bind you. You and your employees, agents and contractors must comply with those rules at all times.

13. Meaning of Words

Apron and Baggage Make-up Area means those areas in and about the Mackay Airport Terminal that we have, from time to time, designated as 'Apron and Baggage Make-up Areas' within which you are permitted to use Ground Handling Equipment to provide Ground Handling Services.

Ground Handling Services means ground handling services and includes passenger handling and check-in, baggage handling, cargo handling, mail handling, aircraft movement control, aircraft servicing (engineering and catering) and aircraft refuelling.

Ground Service Equipment means that equipment owned, leased or licensed and operated by you, including container loading vehicles, belt loaders, high lift trucks, cabin cleaning vehicles, refuelling vehicles, toilet trucks, water trucks, container dollies, aircraft pushback tugs, general purpose tugs, ground power units, catering vehicles, engineering servicing vans, disabled persons lifts and any other piece of equipment of vehicle specified by us as being ground service equipment.

Standard Conditions means the Mackay Airport Conditions of Use, as amended from time to time.

Words used in these conditions that are defined in the Standard Conditions have the same meaning in these conditions.

Schedule 4 – Allocation Rules

Words used in these allocation rules that are defined in the Mackay Airport Conditions of Use, as amended from time to time have the same meaning in these allocation rules.

1. Mackay Airport Terminal - Bay Allocation Rules

1.1 Subject to clause 1.2 of these allocation rules, we will allocate bays in accordance with these allocation rules and otherwise as we determine to be appropriate.

1.2 We will use reasonable endeavours to accommodate the preferences for bays of all users, however the preferences of Major Users for bays will take priority over other airlines or aircraft operators. In all cases, aircraft size and the type of operation will take precedence over the preferences of airlines and aircraft operators (including Major Users). When the preferences of a Major User cannot be accommodated, we will notify the Major User and allocate an alternative bay as soon as practicable.

1.3 As at the Start Date, the bays are allocated as follows:

- a) Virgin Australia - Bay 3;
- b) QantasLink - Bays 1 and 2;
- c) Jetstar - Bay 2;
- d) Ad hoc use - Bays 4, 5, 6 and 6a (the cargo apron).

1.4 Scheduled passenger jet operations shall take precedence over scheduled freight operations when allocating bays.

1.5 Itinerant jet aircraft will be allocated to available bays suitable for their operation. Scheduled services will take precedence over itinerant services.

1.6 In allocating bays, priority may be given to VIP flights or those with additional security requirements over the preferences of airlines and aircraft operators (including Major Users).

1.7 Each airline, aircraft operator and handling agent must advise us of any variation to the day's schedule immediately once any such variation is known.

1.8 It is the responsibility of each airline, aircraft operator and handling agent to ensure that bays are left clear of equipment after each aircraft movement.

1.9 For approval to park on Bays 6 or 6a (the cargo apron), airlines, aircraft operators and handling agents should contact the Mackay Airport safety officers on 07 4957 0273.

2. Mackay Airport Terminal – Freight Operations

2.1 See clause of 1 of these allocation rules.

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3. Mackay Airport Baggage Handling System Allocation Rules

- 3.1 The allocation of the baggage handling system is at our discretion. Changes can be made at any time for operational or safety reasons. Any requests to change the current allocation need to be made to us in writing.

4. Mackay Airport Terminal Baggage make-up area and Baggage Carousel Allocation Rules

- 4.1 The allocation of the baggage make-up areas and baggage carousel is at our discretion. Changes can be made at any time for operational or safety reasons. Any requests to change the current allocation need to be made to us in writing.
- 4.2 We will use reasonable endeavours to, during peak periods, monitor the allocation of the baggage make-up area and carousels and to reallocate carousels as required to, amongst other things, minimise the disruption caused by aircraft arriving otherwise than as scheduled.

5. Check-in Counters

- 5.1 The allocation of check-in counters is at our discretion. Changes can be made at any time for operational or safety reasons. Any requests to change the current allocation need to be made to us in writing.
- 5.2 Check-in counters will be allocated taking into account the preferences of each airline with a view to achieving the greatest flexibility and usage of all check-in counters. We will use reasonable endeavours to group together all flights handled by the same handling agent.

Schedule 5 – Aviation Charges

1. Mackay Airport Pty Ltd Charges

The following charges will apply in respect of services shown from the dates indicated.

2. RPT Operators

	Effective 01 July 2016 All Charges Excluding GST	Effective 01 October 2016 All Charges Excluding GST
Passenger Charge Per passenger arriving or departing through the terminal	\$10.33 per passenger	\$10.50 per passenger
Checked Baggage Screening Infrastructure Charge Per passenger departing through the terminal	\$2.02 per departing passenger	\$2.02 per departing passenger
Security Charge Per passenger departing through the terminal	\$4.15 per departing passenger	\$4.15 per departing passenger
Security Infrastructure Charge Per departing passenger through the terminal	\$0.16	\$0.16
Landing Charge All Aircraft	\$10.13 per tonne MTOW	\$10.30 per tonne MTOW

3. General Aviation and Other Non-RPT Operators

	Effective 1 May 2016 All Charges Excluding GST
	Per 1,000 kg (based on maximum take-off weight)
Landing Fees (Fixed Wing & Rotary)	\$15.98
Casual Parking Fees (Fixed Wing & Rotary) *	\$15.98
Dedicated Apron Parking Areas **	\$43.00 per sqm
Cargo Charge – Goods discharged from or loaded into aircraft	\$0.03668 per kg

* Parking to be charged per calendar day or part thereof.

** Operators interested in dedicated apron parking areas are requested to apply to the general manager of the Mackay Airport with details of the aircraft requiring dedicated parking, including registration, make and dimensions of the aircraft. Availability of spaces will be subject to demand.

Note: These fees are subject to change and it is recommended that you check our website (www.mackayairport.com) prior to placing reliance on this information.