



Gold Coast Airport

Conditions of Use Document

As at 1 January 2011



Who is Gold Coast Airport Pty Limited (GCAPL)?

Gold Coast Airport Pty Limited (GCAPL) is the lessee and operator of Gold Coast Airport (Airport). The Gold Coast Airport's ethos is 'unashamedly focused on leisure' having positioned itself as the only low cost secondary airport in Australia. It serves a large catchment area of approximately 1 million people stretching from north of the airport to southern Brisbane and to the southern cities of Yamba and Lismore in NSW.

Gold Coast Airport lies at the southern end of the Gold Coast at Bilinga. The Airport is accessible from the Gold Coast and Pacific Highways and is approximately 22 kilometres south of Surfers Paradise and 3 kilometres north of Coolangatta. The Airport is also within 40 minutes drive from Byron Bay and is approximately 100 km south of Brisbane.

The Airport has built a reputation on having a strong partnership focus with airlines, tenants and stakeholders and strives to provide quality and secure facilities with a unique resort atmosphere.

Part of the Queensland Airports Limited Group
Queensland Airports Limited (QAL) has a passion to be Australia's most successful regional airport investment company focused on the sustainable growth of regional airports through visionary leadership, partnerships and innovative strategy. GCAPL is a wholly owned subsidiary of QAL.

QAL was formed in 2003. At this time the company was the sole owner of Gold Coast Airport Limited. In early 2005, QAL expanded its interests to hold all of the equity interests in three significant airports: Gold Coast Airport, Townsville Airport and Mount Isa Airport.

A corporate group structure was also established in July 2005, with specialist resources in functional areas to provide an overarching corporate ethos to all airports owned by QAL. Furthermore, this group structure was designed to achieve synergies across all airports and to deliver a sustainable return on investment to shareholders, stakeholders and customers.

This Conditions of Use document sets out the standard operating Conditions of Use for all users of Gold Coast Airport.

Background Details

- A. Members of the QAL Group lease and operate Gold Coast Airport, Townsville Airport and Mount Isa Airport under fifty year leases (together with options to extend for a further forty-nine (49) years) granted to it by the Commonwealth of Australia commencing on the 28th day of May 1998.
- B. In 2001 the Federal Government, acting in accordance with the recommendations of the Productivity Commission replaced the previous regime of regulation and control of prices for Aeronautical Service with a regime of monitoring the prices for Aeronautical Services.
- C. In accordance with the principles of the new prices monitoring regime and with effect and operation from the 1st day of August 2002, GCAPL has and will supply Aeronautical Services and Government Mandated Services to Aircraft Operators on these Conditions of Use and in consideration of such supply, Aircraft Operators will pay to GCAPL the Charges and comply with all of the other obligations imposed upon Aircraft Operators by these Conditions of Use.

Effective date
1 March 2009

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1. Interpretation of this Document

1. Interpretation of this document

In these Conditions of Use, unless the contrary intention appears:

- 1.1 The singular includes the plural and vice versa and words importing a gender include other genders; and other grammatical forms of defined words or expressions have corresponding meanings;
- 1.2 A reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or a schedule or annexure to these Conditions of Use and a reference to these includes any schedules and annexures;
- 1.3 A reference to a document or Conditions of Use, these includes a reference to that document or Conditions of Use as novated, altered or replaced from time to time;
- 1.4 A reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- 1.5 A reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- 1.6 A reference to a party includes its executors, administrators, successors and permitted assigns and persons to whom this document is novated;
- 1.7 Words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- 1.8 A reference to a statute or statutory provision includes:
 - a. a statutory provision which supplements, amends, extends, consolidates or replaces it; and
 - b. any applicable orders, regulations, instruments or other delegated legislation;
- 1.9 the word 'including' implies that the immediately following list is not exhaustive and is without limitation; and
- 1.10 Headings are for ease of reference only and do not affect the meaning of these Conditions of Use.

2. Service Philosophy

2. GCAPL's Service Philosophy

2.1 GCAPL's service philosophy

GCAPL's major business goal is to exceed expectations through the delivery of safe, secure and efficient services thereby developing a prosperous Airport business environment for all of the Airport's stakeholders. To achieve this goal GCAPL adopts a partnering approach in its dealing with its stakeholders with the intention of and commitment to achieving mutually acceptable outcomes.

2.2 Performance principles

GCAPL applies the following performance principles to its activities and development of the Airport:-

- maintain and operate a secure, safe and efficient Airport;
- provide a comfortable and friendly environment to the travelling public;
- meet recognised international airport operating standards including those from IATA and ACI
- continue to improve Airport Facilities and Aeronautical Services in accordance with the Airport Master Plan;
- ensure that a high standard of cleanliness of public areas and facilities is maintained by GCAPL contractors, tenants and concessionaires;
- maintain the highest environmental standards practicable while balancing economic development;
- ensure compliance with occupational health and safety standards in place from time to time;
- respond quickly to enquiries; and
- continue to work closely with Aircraft Operators and their representative organisations, government agencies, individually and through the Airline Operators Committee, to ensure that Domestic and International Terminal facilities and services are supplied and allocated in a mutually beneficial and equitable manner and with the public's best interests in mind.

2.3 GCAPL's Commitment to Consultation

GCAPL proposes to meet with an RPT Operator's senior management, or its representative organisation, at least annually (but more often if the RPT Operator so wishes) to discuss the plans and development for the Airport and the performance outcomes. GCAPL proposes to discuss with the RPT Operator its plans for business development at or relating to the Airport and the aircraft passenger and freight services which the RPT Operator will be offering from the Airport.

2.4 Performance Measures

GCAPL regards the establishment of Performance Principles and Performance Measures as essential to the successful delivery of quality customer service. The Performance Measures will act as benchmarks against which results will be assessed in order to identify the underlying causes or trends (whether negative or positive) and to obtain from all relevant agencies or organisations the requisite support for and response to such results.

2.5 Performance Measures are identified

GCAPL's approach to quality of service monitoring, including Performance Measures using market research techniques as outlined below at 2.7.

2.6 GCAPL's investment in the Airport

The quality of the Airports Aeronautical Services will largely be determined by the efficacy of the long-term investments that GCAPL makes. It is therefore important for stakeholders to appreciate that provision of quality Aeronautical Services to Aircraft Operators and passengers is dependent upon GCAPL being appropriately and fairly funded through the Aeronautical Charges.

2.7 How GCAPL conducts the Measures

Every 12 month period (minimum) GCAPL will survey a representative sample of all passengers and other users of the Airport to determine the level of satisfaction across a range of Performance Measures. Provided that GCAPL gives an RPT Operator at least 7 days prior notice that it is intended to access an RPT Operator's leased or licensed areas at the Airport and that

2. Service Philosophy

such access does not interfere with an RPT Operator's business activities, an RPT Operator will allow GCAPL access to the leased or licensed areas to undertake such survey and other research as is considered reasonably necessary to measure passenger or other user satisfaction.

3. Facilities and Services

3. Facilities and Services to be provided by GCAPL

3.1 Use of the Airport

All airlines and Aircraft Operators who use the Airport are subject to these Conditions of Use (as amended from time to time) unless GCAPL has agreed to different conditions with an Aircraft Operator in writing.

Notwithstanding that an Aircraft Operator has not executed an agreement embodying these Conditions of Use, by using the Airport after GCAPL has notified the Aircraft Operator of these Conditions of Use and any amendments made from time to time the Aircraft Operator shall be deemed to have accepted and be bound by these Conditions of Use (and any amendments thereto) and by all of GCAPL's rules and reasonable directions in relation to the use of the Airport.

3.2 Delivery of Services

GCAPL will supply Aeronautical Services and Government Mandated Services to an Aircraft Operator:

In accordance with:

- a. these Conditions of Use;
- b. all applicable laws and regulations;
- c. any and all service levels in the form of Performance Measures or, in the case of Government Mandated Services, as required by the Department of Infrastructure or the relevant authority;
- d. with all due care and skill; and
- e. world's best practice for a leading domestic and international airport.

3.3 Applicable Costs

The Services in clause 3.2 will be paid for in accordance with Clause 9 at the rates specified in Schedule 1.

3.4 Other Airport Services and Charges

These Conditions of Use do not cover or apply to the provision of other airport services provided by GCAPL or the recovery of costs and charges for these services. Other airport services are available for use from GCAPL on separate commercial terms and at commercial rates.

3.5 Excluded Services

For the avoidance of doubt, Aeronautical Services in these Conditions of Use do not currently include the following:

- 3.5.1 terminal navigation services; or
- 3.5.2 rescue and fire fighting services; or
- 3.5.3 en-route services; or
- 3.5.4 meteorological services; or
- 3.5.5 ground handling services; or
- 3.5.6 engineering services.

3.6 Variations to Conditions of Use

GCAPL reserves the right to alter these Conditions of Use at any time and where practical will notify Aircraft Operations of the proposed change/s to these Conditions of Use via its website www.goldcoastairport.com.au which changes shall become effective at the expiration of 60 days after the date of such notification unless the safety or security of the Airport is affected in which instance the change shall be immediate. Nothing in this Clause implies Aeronautical Charges and Government Mandated Charges change other than in accordance with Clause 9.

3.7 Requirement to Pay

Notwithstanding that these Conditions of Use or changes to these Conditions of Use have not been notified to the Aircraft Operator, the Aircraft Operator is liable to pay the charges as per Clause 9 if the Aircraft Operator uses the Airport.

3.8. CUTE/CUSS

GCAPL has adopted CUTE for the Airport as its operating platform. New and existing Aircraft Operators are required to access their respective Departure Control System (DCS) via CUTE

Costs associated with the provision of CUTE by GCAPL are recouped via a usage charge.

4. Obligations

4. Obligations

4.1 Use of the Airport

The use of the Airport is subject to compliance by the Aircraft Operator with:

- 4.1.1 local flying restrictions including the requirements of the Civil Aviation Act 1988 (Cth), the Civil Aviation Regulations (Cth), the Air Navigation Act 1920 (Cth), the Air Navigation Regulations and Airservices Australia publications such as Aeronautical Information Publications, En route Supplements and NOTAM;
- 4.1.2 conditions, instructions, orders or directions published from time to time by GCAPL including these Conditions of Use and directives on security of airports and aircraft issued by the Department of Infrastructure; and
- 4.1.3 the Airport has a Fly Neighbourly Policy to ensure protection of noise to our nearby residents.

4.2 The Aircraft Operator:

An Aircraft Operator must also comply with the following matters as amended from time to time:

- 4.2.1 the Airport Aerodrome Manual and Standard Operating Procedures (SOPs);
- 4.2.2 the Airport Transport Security Program and the Airport Emergency Plan;
- 4.2.3 GCAPL's reasonable insurance policy requirements set out in Clause 14;
- 4.2.4 all applicable laws and regulations;
- 4.2.5 any restrictions on flying operations that may be in place from time to time by the relevant statutory authority;
- 4.2.6 reasonable safety and security directions notified by GCAPL from time to time and necessary for the day to day operation of the Airport, and if reasonably possible, GCAPL must consult with Aircraft Operators and try and give at least 7 days notice of any such directions;
- 4.2.7 environmental and safety directions notified by GCAPL from time to time and including but not limited to ground running rules, bird and wildlife strike reporting and fuel and oil spill reporting and management;
- 4.2.8 CASA and Airservices Australia rules and regulations;
- 4.2.9 the requirement to obtain and observe the relevant operator licences issued by GCAPL which include, but are not limited to, airside licences, airside driving licences and the ASIC (Aviation Security Identification Card);
- 4.2.10 any directions on security issued by the Department of Infrastructure or any other law enforcement authority;
- 4.2.11 any noise management procedures or regulations in place from time to time by the relevant statutory authority;
- 4.2.12 the applicable environmental laws or regulations including, but not limited to, the Airport's Environmental Strategy approved by the Minister for Infrastructure under the Airports Act 1996 (Cth) (the Act); and
- 4.2.13 occupational health and safety laws or regulations in place from time to time.

4. Obligations

4.3 Breach of Confidentiality

GCAPL need not give an Aircraft Operator information if it would breach a confidentiality obligation of GCAPL, a law or appropriate security restrictions. If GCAPL gives an Aircraft Operator this information and asks that it keep it on a secure basis and only disclose it to authorised personnel, the Aircraft Operator must comply with this request. An Aircraft Operator must keep GCAPL up to date with changes to their contact details.

4.4 Use of Common User facilities

Currently, all runways, taxiways, aprons and all terminal buildings are Common User Facilities. An Aircraft Operator will be expected to use the Common User facilities in accordance with these Conditions of Use. All new Aircraft Operators will be treated fairly in the consultation and negotiation of the use of these facilities.

4.5 Ground handling

Any Aircraft Operator is permitted to undertake its own Ground Handling Services. In that event the Aircraft Operator will need to consult and negotiate commercial terms and conditions with GCAPL for the provision of necessary space and support services. Handling Agents used by RPT Operators must be licensed to operate at the Airport and have a separate agreement in place.

4.6 Termination on Event of Default

GCAPL may terminate these Conditions of Use immediately by notice in writing to the other party if:

- 4.6.1 the other party commits an Event of Default; or
- 4.6.2 an Event of Default occurs in relation to the other party.

4.7 Accrued Rights

Termination of these Conditions of Use does not affect any accrued rights or remedies of either party.

5. Priority Use of the Airport

5. Priority Use of the Airport

5.1 Access

GCAPL will provide access to an Aircraft Operator as described in these Conditions of Use, in accordance with its lease conditions and with the law. In providing an Aircraft Operator with access, GCAPL will take reasonable steps to apply the following guidelines:

- 5.1.1 GCAPL will provide an Aircraft Operator and other prospective users access to the Airport on these Conditions of Use (as they are changed from time to time under Clause 3.6).
- 5.1.2 GCAPL will provide to an Aircraft Operator and other prospective users of the Airport information that will enable them to identify and negotiate with GCAPL the timing of access, service levels relating to such access, cost of access and other reasonable commercial terms of access to prepare an application or proposal for access (as a variation to the Conditions of Use if that shall be appropriate for the specific circumstances).
- 5.1.3 GCAPL wants to encourage and support access by third parties to the Airport provided that such access does not in any way compromise the safe and secure operation of the Airport and such access is consistent with GCAPL's current and future planning, in particular, the Airport Master Plan (approved from time to time by the Minister for Infrastructure under the Airports Act 1996 (Cth)).

5.2 Unplanned interruptions and shutdowns

GCAPL may close or be directed to close the Airport or part of the Airport or interrupt or shutdown a service or facility at any time if required by law or if GCAPL believes it necessary to deal with an emergency or an airport security incident. GCAPL will use all reasonable endeavours to:

- 5.2.1. give the Aircraft Operator reasonable notice of a closure or interruption in these circumstances, but the Aircraft Operator acknowledges that in some circumstances this may not be possible; and
- 5.2.2 minimise the effect of any such unplanned closure, maintenance, interruption or shutdown on the Aircraft Operator due to unpredictable weather conditions or other incident.

5.3 Planned interruptions and shutdowns

GCAPL may close the Airport or part of the Airport or interrupt or shutdown a service or facility at any time if GCAPL believes it necessary for repair, maintenance of the Airport Facilities or because of building or construction work occurring on the Airport. In such cases, GCAPL will wherever it is reasonably possible to do so:

- 5.3.1 when applicable issue a NOTAM;
- 5.3.2 consult, and agree a project plan, with Aircraft Operators;
- 5.3.3 give prior notice by e-mail or other means of such a closure or interruption; and
- 5.3.4 use reasonable endeavours to minimise the effect of any such closure or interruption upon Aircraft Operators.

5.4 Liability for planned or unplanned interruptions and shutdowns

GCAPL will not be liable for any loss or damage the Aircraft Operator may suffer as a direct or indirect consequence of a planned or unplanned closure, interruption or shutdown.

5.5 Interruptions by Aircraft Operators

- 5.5.1 If in the reasonable opinion of the Airport Chief Operating Officer (ACOO), an Aircraft Operator's Aircraft, equipment, facilities or activity interrupt or compromise the safe and/or viable operation of the Airport, the ACOO may remove, cause to be removed or direct the Aircraft Operator to remove those

5. Priority Use of the Airport

Aircraft, equipment, or facilities or direct or cause the cessation of those activities. The Aircraft Operator will indemnify and keep indemnified the ACOO and GCAPL from any Loss which they or either of them may pay, suffer or incur as a result of the ACOO having to act.

- 5.5.2 The discretion conferred on the ACOO by this Clause will entitle the ACOO to take whatever steps may be reasonably necessary and as expeditiously as possible to maintain the safety of the Airport in the exercise of the rights conferred on him/her pursuant to Clauses 5.5.1 and

the ACOO shall, whenever possible, act in accordance with the Airport Aerodrome Manual.

5.6 Acknowledgments by Aircraft Operators

The Aircraft Operator acknowledges that:

- 5.6.1 access to the Airport and the services and facilities of the Airport is subject to the demands of other users of the Airport; and
- 5.6.2 use of the Airport is constrained by legislation, including that dealing with curfews, safety, noise and security.

6. Scheduling Rules

6. Scheduling Rules

6.1 GCAPL may make and change Scheduling Rules

GCAPL may make Scheduling Rules for the use of the Airport Aviation Services. GCAPL may change the Scheduling Rules at any time to take effect, subject to Clause 6.2, on a date that GCAPL specifies.

6.2 How GCAPL will change Scheduling Rules

If GCAPL wants to change the Scheduling Rules, GCAPL will first consult with the affected Aircraft Operators and seek their consent to the change. Such consent must not be unreasonably withheld or delayed by the Aircraft Operators. If the affected Aircraft Operator fails to respond to GCAPL's request for consent within 14 days after GCAPL requests it, the Aircraft Operator is deemed to have consented to the change in the Scheduling Rules. Once consented to or where there is deemed consent, GCAPL will submit the change to the Airline Operators Committee for ratification.

6.3 Compliance with Scheduling Rules

The Aircraft Operator agrees to comply with the Scheduling Rules (and as they are changed from time to time) at all times and the reasonable directions of GCAPL officers, employees, agents and contractors provided that they are acting in accordance with the Scheduling Rules.

6.4 Current Scheduling Rules

The existing rules are outlined in **Schedule 3**.

7. Consultation

7. Consultation

In addition to the undertakings in Clause 2.4 and 3.6, GCAPL agrees to meet and or consult with all users (either directly or through relevant industry bodies) of the Services as often as required, and in addition to existing statutory or regulatory obligations to discuss matters which may have a material effect on Airport Facilities and Airport Services including but not limited to:-

7.1 Master Plans;

7.2 Land Use Planning and Property Development;

7.3 Terminal Development;

7.4 Capital Expenditure programs;

7.5 Customer Service Standards;

7.6 Environmental Strategies and Plans;

7.7 Safety and Security Requirements and Initiatives;

7.8 Fleet Mix and Scheduling programs;

7.9 Slot Management and on time performance;

7.10 Statistical data for planning purposes; and

7.11 Facilitation and Processing requirements.

Relevant Industry bodies referred to in these Conditions of Use include:

- Aircraft Owners and Pilots Association of Australia
- Australian Air Transport Association
- Australian Business Aircraft Association Inc
- Board of Airline Representatives of Australia Inc
- Helicopter Association of Australia

- International Air Transport Association
- Overnight Air Freight Operators Association
- Regional Airlines Association of Australia Limited
- Royal Federation of Aero Clubs of Australia

and any other organisation that we agree, in writing, is to be considered an industry body for the purposes of these Conditions of Use.



8. Information Sharing

8. Information Sharing

8.1 Information to be provided to GCAPL

The Aircraft Operator shall furnish to GCAPL, in such form as GCAPL may from time to time reasonably determine, information relating to the Aircraft Operator's use of the Airport Facilities and Airport Services.

8.2 Why GCAPL needs statistical information

The statistical information the Aircraft Operator provides to GCAPL under Clause 8.5 is extremely important to GCAPL. It is required, not just for the purposes of calculating Aeronautical Charges and Government Mandated Charges, but also to provide statistical data to assist GCAPL monitor growth in activity and efficiently manage the Airport. It will also assist GCAPL in its future planning and to ensure that the Aircraft Operator's future needs are catered for. Statistics also enable GCAPL to be more proactive in assisting the RPT Operator to grow passenger demand.

8.3 For occasional users

If an Aircraft Operator will be using the Airport once or occasionally then before such Aircraft Operator arrives (or as soon as practicable after arrival) such Aircraft Operator must complete and give GCAPL by hand delivery, fax or e-mail the information set out on the form in **Schedule 2**. The Aircraft Operator must also provide the information required in **Schedule 6** for each individual flight.

8.4 For regular users

If an Aircraft Operator is a regular user of the Airport, to the extent that such information has not already been provided, an Aircraft Operator will provide GCAPL with (by mail, hand delivery, fax or e-mail):

- 8.4.1 the information required by the form set out in **Schedule 2** (or such other form that is agreed);
- 8.4.2 reasonable evidence that an Aircraft Operator has security procedures that comply with GCAPL security requirements and applicable laws;
- 8.4.3 reasonable evidence that an Aircraft Operator has emergency procedures that comply with the Airport emergency plans and applicable laws;
- 8.4.4 the names, addresses, telephone numbers, facsimile numbers and all other contact details for an Aircraft Operator's key personnel (GCAPL must be able to contact an Aircraft Operator at any time during the day or night in respect of any emergency, security matters or operational matters with respect to an Aircraft Operator's use of the Airport). GCAPL will comply with all privacy obligations in relation to this personal information of an Aircraft Operator's key personnel;
- 8.4.5 The provision of other information in accordance with these Conditions of Use; and
- 8.4.6 The information required in **Schedule 6** which is to be consolidated on a calendar monthly basis and provided to GCAPL within three (3) Business Days after the end of each calendar month. An Aircraft Operator must use their best endeavours to promptly notify GCAPL of any changes to their information (including changes to flight schedules).

8.5 Other information

GCAPL and RPT Operators and their representative organisations shall meet biannually to discuss and review the information requirements of GCAPL with a view to ensuring that RPT Operators continue to provide to GCAPL in a timely and meaningful fashion information which is essential to GCAPL efficiently running its operations and to achieving mutually acceptable

8. Information Sharing

parameters with respect to the provision of such information.

An RPT Operator shall furnish to GCAPL, in such form as GCAPL may from time to time reasonably require, further information (if the RPT Operator ordinarily collects such information and it is readily accessible) relating to the RPT Operator's use of the Airport's Services relating to but not limited to:

8.5.1 Traffic Information:

- a. Passengers carried and load factors by route;
- b. Diversions aircraft - number of passengers who disembarked;
- c. Transfer component over the Airport;
- d. Diversion aircraft identifying those aircraft which landed and departed with disembarking passengers;
- e. Number of infants, wheelchair passengers etc;
- f. Freight/mail statistics (details as for passengers above if possible); and
- g. Flight Specific Information

A large number of passengers requiring specific needs (e.g. wheelchairs or a large number of people to meet and greet) can be reasonably anticipated.

8.5.2 Environmental Issues

Commitment to discuss new targets:

- a. Track keeping;
- b. Noise generation;
- c. Fuel/oil spills; and
- d. Food/litter control

8.5.3 Product

Early notification of contemplated changes in:

- a. Aircraft type changes;
- b. New technical systems, security procedures, etc; and
- c. Change in or proposed changes to the ground handling agent.

8.5.4 Surveys

Agreement to share information in regard to:

- a. Relevant airport information in the Aircraft Operator's survey; and
- b. Reasonable access to the Aircraft Operator's passengers for GCAPL surveys with prior notice.

8.6 Method of delivery of information

An Aircraft Operator must provide GCAPL with the information requested in Clause 8.5, **Schedule 2** and **Schedule 6**:

- 8.6.1 if appropriate, by e-mail to our e-mail address (we prefer this method where possible); or
- 8.6.2 in writing delivered or faxed to our office; or
- 8.6.3 electronic file transfer; or
- 8.6.4 by any other means that GCAPL agree with an Aircraft Operator.

9. Payment of Charges

9. Payment of Charges

9.1 Payment of charges

- 9.1.1 It is a condition of use that an Aircraft Operator pays the Charges relating to its use of the Services. The Charges are set out in **Schedule 1**. All Charges accrue from day to day and, unless otherwise agreed in writing by GCAPL, are payable to GCAPL before the Aircraft departs from the Airport.
- 9.1.2 All Charges are to be settled in Australian dollars prior to the Aircraft departing the Airport unless a credit account has been established by GCAPL in accordance with Clause 9.2.
- 9.1.3 GCAPL shall at its own cost be entitled at any time to have an independent audit undertaken to determine that the basis of such Aeronautical Charges (whether by MTOW or by Passenger) is accurate.

9.2 Credit Accounts

- 9.2.1 An Aircraft Operator may apply for a credit account with GCAPL. GCAPL is not obliged to approve an application for credit.
- 9.2.2 If GCAPL approves the credit account, GCAPL will notify the applicant and establish a credit account.
- 9.2.3 GCAPL may suspend a credit account at any time by providing the applicant with 7 calendar days notice.
- 9.2.4 GCAPL may require a bank guarantee as security for payment in accordance with Clause 9.3.

9.3 Bank Guarantee

- 9.3.1 GCAPL may require a bank guarantee prior to or at any time after establishing a credit account. The applicant will be notified of the requirement for a bank guarantee and of the reasons for such bank guarantee being required. Any bank guarantee required must be from an institution and on terms satisfactory to GCAPL.
- 9.3.2 The applicant must provide GCAPL with a replacement or additional bank guarantee if:
- a. GCAPL calls on the bank guarantee in place; or
 - b. GCAPL increases the amount to be secured by the bank guarantee.
- 9.3.3 Without limiting its rights under other Clauses of these Conditions of Use and in addition to any other rights it has, GCAPL reserves the right to suspend a credit account for non-compliance with this Clause.
- 9.3.4 GCAPL may, at its absolute discretion, accept another form of security other than a bank guarantee.

9.4 Liability for the Charges

The Charges are fixed and recoverable as a debt due to GCAPL under the Queensland Government's Aerodrome Fees Act 1998 (Qld). GCAPL holds the Aircraft Owner and Aircraft Operator jointly and severally liable for the payment of all Charges, interest and costs incurred by an Aircraft Operator using the Services.

9.5 Investment in Aeronautical Services

9. Payment of Charges

Minor investments in Aeronautical Services have been taken into account by GCAPL in setting the Aeronautical Charges. Any under or over expenditure by GCAPL on minor investments in Aeronautical Services when compared to the amounts in **Schedule 4**, are at GCAPL's risk.

If GCAPL decides to make a major investment in Aeronautical Services, GCAPL may increase the Aeronautical Charges.

9.6 Changes to Aeronautical Charges

The Aeronautical Charges detailed in **Schedule 1** are intended to apply effective from 1 July 2010 but may change subject to the following:

9.6.1 GCAPL has assumed certain traffic forecasts in calculating the Aeronautical Charges. GCAPL reserves the right to review and vary Aeronautical Charges in the event of the occurrence of a major unexpected event which has a material effect on such traffic forecast accordance with Clause 9.5 and Clause 9.7.

9.7 Annual CPI Adjustment

The Aeronautical Charges will be adjusted annually as at 30 June each year (the **Adjustment Date**) in direct proportion to any increase in the CPI for the 12 month period between the CPI for the quarter ending immediately before the relevant Adjustment Date and the CPI for the quarter ending immediately before the Adjustment Date in the immediately preceding year. The first adjustment will occur on 1 July 2011 by reference to the growth in the CPI for the four quarters between 1 March 2010 and 31 March 2011.

9.9 Government Mandated Services

GCAPL administers the Government Mandated Services at the Airport.

9.10 Changes to Government Mandated Charges

9.10.1 The Commonwealth Government may change any or all of the following:

- The Government Mandated Services GCAPL must provide at the Airport
- The amount of Government Mandated Costs payable by GCAPL; and
- The basis upon which Government Mandated Costs are payable by GCAPL.

9.10.2 Accordingly, if any of the things mentioned in Clause 9.10.1 happen, GCAPL may change the Government Mandated Charges and shall use reasonable endeavours to notify an Aircraft Operator of such change as promptly as is possible. If GCAPL's costs of administering the Government Mandated Services change, GCAPL may change the Government Mandated Charge and use reasonable effort to notify an Aircraft Operator of such changes as promptly as possible. Any change to Government Mandated Charges will be effective as and from the date as notified by GCAPL.

9.11 Recovery of Government Mandated Costs through the Government Mandated Charges

GCAPL will recover Government Mandated Costs from an Aircraft Operator by levying on an Aircraft Operator the Government Mandated Charges. Any under or over recoveries of Government Mandated Costs in any particular year up to and including 30 June in that year, will be adjusted in the following year of the period of operation of the Conditions of Use by increasing or reducing Government Mandated Charges for the following year of the period of operation of the Conditions of Use.

9.12 GCAPL's Management of Government Mandated Charges and Government Mandated Services

9.12.1 GCAPL will act reasonably 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.

9.12.2 GCAPL will take all reasonable steps, where possible, to manage any third party costs and any third party contractors in order to efficiently manage the Government Mandated Charges and provide the Government Mandated Services as comprehensively as may be

9. Payment of Charges

reasonably possible. GCAPL agrees to consult with RPT Operators in relation to the ways in which it can manage any third party costs and any third party contractors to efficiently manage Government Mandated Charges and provide the Government Mandated Services.

9.13 RPT Operators provision of Government Mandated Services

If reasonably practicable and permitted by CASA and the Department of Infrastructure, upon reasonable notice by an RPT Operator, GCAPL may agree that the RPT Operator may provide the Government Mandated Services. GCAPL will not impose Government Mandated Charges on an RPT Operator to the extent that that RPT Operator provides the Government Mandated Services.

9.14 Invoicing and Payment of the Charges

- 9.14.1 Customer accounts for the Charges are prepared on a monthly basis and will be issued during the first week of the following month.
- 9.14.2 The invoice will detail the Charges incurred.
- 9.14.3 A statement of account will also be issued monthly giving details of current invoices, amounts overdue for payment, cash receipts, account adjustments and outstanding balance.
- 9.14.4 Payment of all invoices is required by no later than the end of the calendar month immediately following the date of the invoice for the charges (the **Due Date**).
- 9.14.5 Payment of an account can be made by mailing your remittance advice and cheque direct to the GCAPL Credit Controller, or if previously agreed in writing between GCAPL and the Aircraft Operator, by direct deposit payable into GCAPL's bank account, details of which can be obtained from the GCAPL Credit

Controller. Alternatively, you may pay in person, by cash, credit or debit card at the Management Centre (business hours 0800 to 1700 Monday to Friday) at the Airport.

- 9.14.6 Aircraft operated by non-account holders must pay all Charges prior to their departure from the Airport.

9.15 Interest and Recovery Costs on Unpaid Charges

- 9.15.1 GCAPL may charge interest on any Charges which have not been paid in accordance with any written agreement for payment made between GCAPL and the Aircraft Operator or, in the absence of such agreement, from the Due Date.
- 9.15.2 Interest is calculated on a daily basis from the Due Date until the date for payment of the Charges (both dates inclusive) at the Interest Rate. Interest must be paid by the Aircraft Operator at the same time as the Charges to which the interest payment relates.
- 9.15.3 GCAPL may recover from the Aircraft Operator any reasonable costs of recovering any unpaid Charges including, without limitation, any reasonable legal fees.

9.16 Refusal of Access

GCAPL may refuse access to the Airport to all or any Aircraft of an Aircraft Owner or Aircraft Operator where either has failed to pay GCAPL any amount due and payable to GCAPL by the Due Date and such amount remains outstanding and there is no legal impediment to GCAPL taking such action.

GCAPL may in its absolute discretion refuse an Aircraft, Aircraft Operator or Aircraft Owner access to the Airport where it considers that an Aircraft, Aircraft Operator or an Aircraft Owner may jeopardise or put at risk the safety or cause risk of damage to the Airport in any way.

9.17 Right of Detention

9. Payment of Charges

For so long as any Charges remain unpaid after the Due Date, GCAPL shall have the following right to detain and shall have a lien over:

- 9.17.1 The Aircraft, in respect of which the Charges were incurred (whether or not they were incurred by the person who is the Aircraft Operator of that Aircraft at the time when the right of detention is exercised);
- 9.17.2 Any other Aircraft in respect of which the person in default is the Aircraft Operator at the time when the right of detention and/or lien is exercised;
- 9.17.3 If the Charges are not paid within 28 days of the date when the detention and or lien begins GCAPL may, in any way it thinks fit, sell, remove or otherwise dispose of any Aircraft (referred to in Clause 9.17.1), in order to satisfy the Charges or;
- 9.17.4 The right of detention and/or lien is not lost because the relevant Aircraft has departed from the Airport. The right of detention and/or lien continues and is exercisable by GCAPL at any time when the relevant Aircraft is at the Airport.

9.18 Disputed Accounts

- 9.18.1 Every effort will be made to settle disputes and if necessary adjust accounts prior to the next invoicing run so that the next statement and invoice will be in order. Invoices are produced at the beginning of each month. Prompt advice of problems will assist in ensuring that any necessary adjustments can be made.
- 9.18.2 If an Aircraft Operator disagrees with an invoice or asserts that an invoice contains a discrepancy then the Aircraft Operator or its appointed Handling Agent must within twenty one (21) days of notification to GCAPL of the asserted disagreement or discrepancy (or forthwith upon GCAPL having submitted a written request to the Aircraft Operator or its Handling Agent) provide GCAPL

copies of all the necessary registration particulars of the Aircraft Operator involved to enable verification by GCAPL of the particulars of the flights of such Aircraft landing at the Airport during the relevant period and such further or other information as GCAPL may reasonably require for the purpose of resolving the dispute or discrepancy unless alternative arrangements for resolving any such disagreement or discrepancy have previously been agreed in writing between the Aircraft Operator and GCAPL. This provision also applies to the furnishing of copies of extracts from aircraft flight manuals to enable verification of aircraft weight.

9.19 Movement of Parked Aircraft

The ACOO, acting reasonably, may at any time require the Aircraft Operator either to move a parked aircraft to another position, or remove it from the Airport. Failure to comply with the order within the period specified will render the Aircraft Operator liable to a charge equivalent to the landing charge as specified in **Schedule 1** for every hour or part of an hour during which the Aircraft remains in position after the period specified by the ACOO for the moving or removing of the Aircraft has expired. Nothing in this Clause prevents the ACOO removing or arranging to be removed any Aircraft in accordance with Clause 5.5. GCAPL is not liable for any loss or damage suffered by the Aircraft Operator, including:

- 9.19.1 Loss or damage to the Aircraft Operator's Aircraft; and
- 9.19.2 Claims against the Aircraft Operator by third parties; directly or indirectly caused by GCAPL moving or removing the Aircraft Operator's Aircraft unless caused by GCAPL's negligence or the negligence of GCAPL's officers, employees, agents or contractors.

Specific details of this procedure are outlined in the Gold Coast Airport Aerodrome Manual.

9.20 No Set-Off

Without the express written consent of GCAPL the Aircraft Operator is not permitted to make

9. Payment of Charges

any set-off against or deduction from the Charges.

this regard shall be final and binding on Aircraft Operators.

9.21 Navigation, Rescue, En-Route and Meteorological Charges

The Charges are exclusive of terminal navigation charges, rescue and firefighting charges, en-route charges and meteorological service charges. These charges are levied by Airservices Australia on its own behalf and on behalf of the Department of Infrastructure and the Bureau of Meteorology. Charges for the services are payable to Airservices Australia under the relevant regulations. Any queries relating to these charges should be made to Airservices Australia.

9.22 Apron Service Charges

The Aircraft Operator should enter into a separate agreement for apron services. The names of service providers who operate from the Airport can be provided on request from GCAPL.

9.23 Parking Charges

9.23.1 The charges for parking of Aircraft are set out in the Charges as per **Schedule 1**.

9.23.2 Where parking follows immediately after a landing, parking charges are calculated from the time of landing, to the time of take-off, less a discretionary allowance for taxiing where an actual time on stand is not available.

9.24 Rebates

9.24.1 GCAPL intends to encourage new business and to grow existing business by providing, at its discretion, a series of rebate incentives which have been formulated on a fair, equitable and even handed basis.

9.24.2 Prior written applications for rebates, which may be considered to be developing the total aviation business at the Airport, should be made to the ACOO. The granting of any of the rebates referred to in Clause 9.24.1 shall be at the sole and absolute discretion of the ACOO and the decision of the ACOO in

10. Force Majeure Event

10. Force Majeure Event

10.1. Non- Performance

Non-performance by either GCAPL or an Aircraft Operator of any of their respective obligations in accordance with these Conditions of Use will be excused during the time and to the extent that performance is prevented wholly or in part, by a Force Majeure Event.

10.2. Notice of Effect of Force Majeure Event

The party claiming the benefit of Clause 10.1 must:

- 10.2.1 promptly give written notice to the other party detailing the cause and extent of its inability to perform any of its obligations under these Conditions of Use and the likely duration of such non-performance; and
- 10.2.2 take all reasonable steps to remedy or abate the Force Majeure Event.

10.3 Performance to Resume

Performance of any obligation affected by a Force Majeure Event must be resumed as soon as reasonably possible after the abatement of the Force Majeure Event.

10.4 No Prejudice

The non performance of obligations pursuant to this Clause 10 will not prejudice the rights of either party against the other in respect of any matter occurring within these Conditions of Use prior to the Force Majeure Event.

11. Goods and Services Tax (GST)

11. Goods And Services Tax (GST)

11.1. Definitions

Terms used in this Clause have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), unless the contrary intention appears.

11.2. Consideration inclusive of GST

Where the consideration payable by the Aircraft Operator under or in connection with a supply by GCAPL pursuant to these Conditions of Use is specifically stated to be inclusive of GST (for example, the prices shown in **Schedule 1**), Clauses 11.4 and 11.5 do not apply.

If there is any increase or decrease in the GST rate after the commencement of these Conditions of Use, the consideration payable for that supply shall be increased or reduced accordingly so that after remitting GST, the amount retained by GCAPL shall be the same as the amount retained by GCAPL immediately prior to the increase or decrease.

11.3 Consideration exclusive of GST

Subject to Clause 11.2, the consideration payable by the Aircraft Operator under or in connection with these Conditions of Use is exclusive of GST.

11.4. Additional amount on account of GST

If any supply by GCAPL to the Aircraft Operator under or in connection with these Conditions of Use is subject to GST, the Aircraft Operator will pay an additional amount on account of GST calculated by multiplying the consideration for the supply by the prevailing GST rate.

11.5 Timing of additional amount

Any additional amount on account of GST must be paid by the Aircraft Operator to GCAPL without deduction or set-off and is payable by the Aircraft Operator to GCAPL at the same time and in the same manner as the consideration for that supply is payable under these Conditions of Use.

11.6 Tax Invoice

If GCAPL makes a supply to the Aircraft Operator which is subject to GST, the invoice which GCAPL shall issue pursuant to these Conditions of Use will be in the form of a tax invoice.

12. Notices

12. Notices

12.1 Form of notice

Unless expressly stated otherwise in these Conditions of Use (particularly where GCAPL prefers e-mail notification), all notices, certificates, consents, approvals, waivers and other communications in connection with these Conditions of Use must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified in 12.6 or, if the recipient has notified otherwise, then marked for attention in the way last notified.

12.2 Delivery of notices

Unless expressly stated otherwise in these Conditions of Use (particularly where GCAPL prefers e-mail notification), notices to GCAPL must be either:

- 12.2.1 left at the address set out hereunder;
- 12.2.2 sent by prepaid ordinary post (airmail if appropriate) to the address set out hereunder;
- 12.2.3 sent by fax to the fax number set out hereunder; or
- 12.2.4 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.

12.3 When effective

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

12.4 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).

12.5 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.

12.6 Receipt - general

If notices 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. For all other notices under these Standard Conditions or correspondence to GCAPL, use GCAPL's usual address and contact details:

Gold Coast Airport Pty Ltd
PO Box 112
Coolangatta, Queensland, Australia, 4225
Attention: Company Secretary
Telephone +61 07 5589 1100 Facsimile +61 07 5536 2838
Email: info@qldairports.com.au

13. Indemnities and Releases

13. Indemnities and Releases

13.1 The Aircraft Owner and Aircraft Operator indemnify GCAPL (except to the extent of GCAPL's negligent acts, omissions or defaults), and are liable for and must indemnify (jointly and severally) GCAPL against liability or Loss arising from, and cost incurred in connection with:

- 13.1.1 breach of these Conditions of Use by the Aircraft Owner and/or Aircraft Operator, including the Loss or damage that results from GCAPL exercising its right to terminate these Conditions of Use applicable to the Aircraft Owner and/or Aircraft Operator or GCAPL's termination of the Aircraft Owner's and/or Aircraft Operator's use of the Airport;
- 13.1.2 Loss (to person or property), injury or death caused or contributed to by the Aircraft Owner and/or Aircraft Operator's act, negligence or default or their respective employees and agents to the extent of such cause or contribution;
- 13.1.3 Loss, injury or death caused or contributed to by the Aircraft Owner and/or Aircraft Operator bringing onto or storing at the Airport dangerous or contaminating substances;
- 13.1.4 GCAPL doing anything which the Aircraft Owner and/or Aircraft Operator must do under these Conditions of Use but have not done;
- 13.1.5 the overflow or leakage of water into or from any area at the Airport that the Aircraft Owner and/or Aircraft Operator uses or fire on or from any area at the Airport that the Aircraft Owner and/or Aircraft Operator uses
- 13.1.6 Loss (to person or property) caused or contributed to by the Aircraft Owner and/or Aircraft Operator's use of the Airport by their respective employees and agents or otherwise relating to the use of the Airport;

- 13.1.7 The Aircraft Owner's and/or Aircraft Operator's use of the Airport;
- 13.1.8 GCAPL's exercise of the right to detain, move or remove the Aircraft Owner's and/or Aircraft Operator's Aircraft; and
- 13.1.9 any claims by third parties arising out of personal injury or death of any person or damage to property caused (either directly or indirectly) as a result of the Aircraft Owner's and/or Aircraft Operator's use of the Airport and the legal and other costs incurred by GCAPL in connection with any such claim.

13.2 The Aircraft Owner and Aircraft Operator's risk

Aircraft Owners and Aircraft Operators use the Airport at their own risk.

13.3 The Aircraft Owner and Aircraft Operator to release GCAPL

The Aircraft Owner and Aircraft Operator jointly and severally release GCAPL from, and agree that GCAPL is not liable for, liability or Loss arising from, and cost incurred in direct or indirect connection with any:

- 13.3.1 Loss, injury (to person or property) or death unless it is caused by GCAPL's act, negligence or default or an act, negligence or default of GCAPL's employees or agents; and
- 13.3.2 anything GCAPL is permitted or required to do under these Conditions of Use unless the liability or Loss is caused by GCAPL's act, negligence or default or the act, negligence or default of GCAPL's employees or agents.

13.4 Survival of indemnities

The indemnities and releases in these Conditions of Use are a continuing obligation, separate and independent from the other obligations of the parties and survive termination of these Conditions of Use for whatever reason.

13.5 Enforcement of indemnities

13. Indemnities and Releases

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

13.6 General Limitation of Liability

GCAPL will exercise due care and skill in providing the facilities and services of the Airport to you. GCAPL's liability for breach of these Conditions of use (to the extent permitted by law) is limited to:

- a. in the case of goods, any one of the following:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
- b. in the case of services:
 - (i) the supplying of services again; or
 - (ii) the payment of the cost of having the services supplied again.

13.7 Legislative Limitation of Liability

If a warranty or condition is implied under any legislation in connection with the goods and services GCAPL provide and it can be excluded, GCAPL exclude it to the maximum extent possible by law and if GCAPL cannot exclude it, then GCAPL's liability for breach of that warranty or condition is limited to:

- a. in the case of goods, any one of the following:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or

- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:
 - (i) the supplying of services again; or
 - (ii) the payment of the cost of having the services supplied again.

14. Insurances

14. Insurances

14.1 The Aircraft Owner and Aircraft Operator's insurances

The Aircraft Owner and Aircraft Operator must in connection with its use of the Airport, maintain with the appropriate insurers and on terms approved by GCAPL (which approval may not be unreasonably withheld) in the Aircraft Owner and Aircraft Operator's name and, if required by GCAPL or the Commonwealth of Australia, any other person with an insurable interest for their respective rights and interests:

- 14.1.1 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 (as reasonably requested by GCAPL from time to time) ; and
- 14.1.2 Other insurances which are required by law in connection with the Aircraft Owner and Aircraft Operator's use of the Airport and as a prudent Airline or Aircraft Operator would ordinarily take out.

14.2 Additional obligations

The Aircraft Owner and Aircraft Operator must:

- 14.2.1 Give GCAPL reasonable evidence that the Aircraft Owner and Aircraft Operator have complied with Clause 14.1 at the commencement of these Conditions of Use and within five (5) Business Days of GCAPL having made a written request for such evidence; and
- 14.2.2 notify GCAPL immediately if an insurance policy required by Clause 14.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Aircraft Owner and Aircraft Operator's use of the Airport.

14.3 GCAPL insurances

GCAPL 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.

14.4 Claims on insurances

An Aircraft Operator may not enforce, conduct, settle or compromise claims under any insurance policy required by these Conditions of Use, even if that policy also covers other property, if the claim relates to the Aircraft Owner and Aircraft Operator's use of the Airport and provided GCAPL do not prejudice the conduct or settlement of any claim.

14.5 Acts affecting insurances

An Aircraft Operator must not do anything which may adversely affect rights under any insurance or which may increase an insurance premium payable in connection with its use of the Airport, provided that, if the Aircraft Owner and Aircraft Operator:

- 14.5.1 first obtain GCAPL's consent (which consent shall not be unreasonably withheld); and
- 14.5.2 do not prejudice the insurance in any respect; and
- 14.5.3 pay any additional premium, that may bring about an increase in an insurance premium payable in connection with the Aircraft Owner and Aircraft Operator's use of the Airport.

14.6 Noting interests on insurance policies

The insurance policies under this Clause 14 must note GCAPL's interests and the interests of the Commonwealth of Australia and such other parties (as reasonably requested by GCAPL from time to time) in respect of the Aircraft Owner and Aircraft Operator's use of the Airport.

15. Confidentiality

15. Confidentiality

15.1. Acknowledgment

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. Each party must use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these Conditions of Use. To this end, each party must not, without the other party's prior written consent:

- 15.2.1 disclose or in any way communicate to any other person all or any of the other party's Confidential Information except as permitted by these Conditions of Use;
- 15.2.2 permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
- 15.2.3 make or assist any person to make any unauthorised use of the other party's Confidential Information, and must take all reasonable steps (including obtaining confidentiality undertakings from officers, employees, agents and contractors who have or may have access to the other party's Confidential Information) to ensure that the other party's Confidential Information is not disclosed to any other person by any of the officers, servants, agents, contractors or sub-contractors of any party. Nothing contained in Clause 15.2 shall detract from or affect the obligations imposed or arising under any other separate confidentiality agreement or undertaking entered into between the parties.

15.3 Permitted disclosure

Subject to Clause 15.4, any party may disclose the other party's Confidential Information to its employees, officers, agents and contractors in

the course of their employment on a need to know basis or to its advisers in relation to its rights under these Conditions of Use. Nothing in these Conditions of Use prohibits the use or disclosure of any Confidential Information to the extent that:

- 15.3.1 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;
- 15.3.2 it is required by law or a stock exchange;
- 15.3.3 it is strictly and necessarily required in connection with legal proceedings relating to these Conditions of Use; or
- 15.3.4 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

Each party must ensure that its employees, officers and contractors, agents and all other persons under its control or direction 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 any party's servants, officers, agents or contractors breach the confidentiality obligations contained in these standard conditions it must immediately notify the other party in writing of this and, subject to Clause 15, indemnify the other party for any direct loss and damage caused by such breach.

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

15. Confidentiality

Clause 15 survives after a parties' obligations under these Conditions of Use expire and terminate.

15.8 Other agreements

Nothing contained in this Clause 15 shall detract from or affect the obligations imposed or arising under any other separate confidentiality agreement or undertaking entered into between the parties.

16. Privacy and Data Protection

16. Privacy and Data Protection

This Clause 16 applies only to the Personal Information collected, used and disclosed by GCAPL during the term of these Conditions of Use.

16.1 GCAPL's Obligations

16.1.1 GCAPL will comply with the Privacy Act in respect of all Personal Information collected under these Conditions of Use.

16.1.2 GCAPL will provide access to an individual's Personal Information held by GCAPL, to the individual to whom the Personal Information relates, upon reasonable notice to GCAPL and upon payment of GCAPL's reasonable expenses relating to providing that access (including but not limited to photocopying charges), provided that no application fee for requesting access will be charged.

16.2 GCAPL's Rights

The Aircraft Operator acknowledges and agrees that GCAPL:

16.2.1 may collect from the Aircraft Operator, the Personal Information which is relevant to GCAPL's administration and operation of the the Airport;

16.2.2 may use the Personal Information for purposes related to the purposes described in Clause 16.2.1 which may include, but are not limited to, research by or on behalf of GCAPL, statistical analysis by or on behalf of GCAPL, and promotion of the services offered by GCAPL to third parties including but not limited to tenants, occupiers and users of the Airport;

16.2.3 is required to collect some of the Personal Information it will collect under these Conditions of Use so that it may comply with its obligations under or the requirements of legislation, including but not limited to the Airport Act 1996 (Cth),

the Trade Practices Act 1974 (Cth) and the Prices Surveillance Act (Cth); and

- 16.2.4 may disclose the Personal Information collected under these Conditions of Use for any reason permitted by the Privacy Act, which include but are not limited to:
- a. if GCAPL is required to do so by law;
 - b. for the purposes of GCAPL obtaining legal, financial or other professional advice; and
 - c. in the event of a sale, transfer or assignment of the whole or part of GCAPL's business and/or assets and facilities to a third party, to that third party for their use in operating the business or assets so transferred.

16.3 Aircraft Operator Consent

The Aircraft Operator consents to GCAPL using and disclosing any Personal Information provided to GCAPL under these Conditions of Use by the Aircraft Operator for the purposes set out in Clause 16.2.

16.4 Aircraft Operator Acknowledgments

The Aircraft Operator acknowledges and agrees that:

- 16.4.1 it must, if providing the Personal Information of someone other than itself to GCAPL as required by these Conditions of Use, comply with the Privacy Act in respect of the collection, use and disclosure of that information (including obtaining relevant consents) and take all reasonable steps to ensure that the relevant individual is aware:
- a. that the disclosure will be made to GCAPL of the information described in Clauses 16.1 and 16.2; and
 - b. to the extent that it shall otherwise be necessary or appropriate the Aircraft Operator will comply with the Privacy Act.

18. Definitions

17. Airport Security and Emergency Provisions

17.1. Airport Security

GCAPL is responsible for the Airport security arrangements and emergency response activities under the Air Navigation Act 1920 (Cth), the Air Navigation Regulations (Cth), the Aviation Transport Security Act 2004 (Cth), Security Regulations 2005 (Cth) and any Department of Infrastructure instruments or directions and additional security measures which may be imposed on GCAPL by any competent authority from time to time. The Department of Infrastructure is the regulatory authority for the Airport and may impose on GCAPL certain security requirements. Both the Aircraft Operator and GCAPL must comply with the Department of Infrastructure security requirements for the Airport.

17.2 Airport Transport Security Program (TSP)

The Airport Transport Security Program outlines GCAPL's requirements for security. The Aircraft Operator must comply with the the Airports TSP.

17.3 Aviation Security Identification Card (the Card)

Unless an Aircraft Operator is an authorised issuing authority for the Card (proof of authority will be required by GCAPL in writing from the Department of Infrastructure), the Aircraft Operator and its employees, agents and contractors must apply to GCAPL for a Card before they will be permitted access to and use of the restricted areas and controlled areas of the Airport.

The Aircraft Operator and its employees, agents and contractors must display the Card above the waist in a visible location on the person at all times while at the Airport and must produce it for inspection by GCAPL or by any other lawful authority at any time. Application forms are available from the address and contact numbers at the start of these Conditions of Use .

17.4 Card application security checks

As part of the application, the Aircraft Operator and its employees, agents and contractors acknowledge that GCAPL are able to conduct a detailed police background investigation and law

enforcement check on all applicants, which will include a check on the applicant's criminal history to determine their suitability to possess a Card. More information about this, and about the applicant's consent for GCAPL's security checks, is on the GCAPL Card application form. An Aircraft Operator must pay GCAPL's reasonable fees for a Card on making the application.

17.5 Card conditions of use

If GCAPL, or an authorised issuing authority, issue the Aircraft Operator or its employees, agents and contractors with a Card, the Card is issued on GCAPL's Card issuing conditions on the Card application form available by contacting GCAPL at the address or numbers at the start of these Conditions of Use. The Card remains GCAPL's property at all times and must be surrendered to GCAPL or any other lawful authority on demand or when the Aircraft Operator's staff employment ceases or when it is no longer required.

17.6 Screening Authority for the Airport

GCAPL is the authorised screening authority for all passenger checked baggage screening and staff inspection points at airport. The requirements for screening are prescribed by the Department of Infrastructure. An Aircraft Operator and GCAPL must comply with these screening requirements.

17.7 Airport Committees

GCAPL has the following committees in relation to the Airport security and emergency management:

- 17.7.1 The Airport Security Committee which meets every six months. This is a regulatory requirement of the Department of Infrastructure as set out in the Air Navigation Act 1920 (Cth) and Aviation Transport Security Act 2004 (Cth); and
- 17.7.2 ASCG which meets every three months.
- 17.7.3 The Airport Emergency Committee which meets every three months. This is a regulatory requirement of CASA as established in the Civil Aviation Act 1988 (Cth). GCAPL invites Aircraft Operators to

18. Definitions

be represented on these committees so that their respective interests in these matters may be presented and that they might discharge their obligations to contribute to and approve of the formulation of relevant policies and procedures for security and emergency management.

- 17.7.4 GCAPL may also request Aircraft Operators to participate in other committees such as the 'Airport Bird and Wildlife Committee' and the 'Aerodrome Safety Committee'.

17.8 Airport exercises and training

GCAPL conduct twice yearly emergency and security exercises (which are mandated annually) which includes training for an Aircraft Operator and its employees, agents and contractors on a variety of Airport related activities and procedures (which includes security and emergency procedures). GCAPL will give an Aircraft Operator reasonable prior notice when these exercises and training will be conducted. GCAPL strongly recommend that an Aircraft Operator send a representative and any new employees to these exercises. The Aircraft Operator and its employees must participate in these exercises if GCAPL requests.

- 17.8.1 Each Operator is responsible for any costs associated with participating in the exercises.

17.9 Building or construction works in restricted or controlled areas

A letter of consent is required, before an Aircraft Operator may undertake any construction or modifications to buildings or other structures on the Airport which are on restricted or controlled areas or which may impact the security of restricted or controlled areas of the Airport, the Aircraft Operator must first have security clearance from the Department of Infrastructure, GCAPL and, if applicable, Airservices Australia (air traffic control). Where reasonably necessary, GCAPL may ask that the Aircraft Operator have security personnel supervising any building or construction work in restricted or controlled areas at all times.

In addition, GCAPL, the Department of Infrastructure or any lawful authority may supervise the Aircraft Operator's building or construction work in restricted or controlled areas of the Airport. GCAPL may invoice the Aircraft Operator for the reasonable costs and expenses (on a full recovery basis) if GCAPL require security personnel to supervise the Aircraft Operator's building or construction work. In performing any building work on the Airport, the Aircraft Operator must also comply with the Airport (Building Control) Regulations 1996 (Cth). If there is a failure in security or a breach of GCAPL security requirements GCAPL may take any reasonable action necessary to re-secure the Aircraft Operator's area at the Aircraft Operator's expense until such time as the area is re-secured.

17.10 Building Activity Approvals

Building activities on the Airport are by the Airports Building Control Regulations 1996 (Cth). The building activities on the Airport are administered by the Airport Building Controller. In addition to building approval, the Airport Environmental Officer must also be consulted.

Further contact:

General Manager for Operations and Standards
Queensland Airports Limited
PO Box 112, Coolangatta, Queensland, 4225,
Australia
Tel. + 61 7 5589 1100
Fax. + 61 7 5536 2838
Email: info@gcal.com.au

18. Definitions and Abbreviations

Aeronautical Charges means the charges set out in **Schedule 1**;

Aeronautical Services means the services declared pursuant to the Commonwealth of Australia Prices Surveillance Act 1983 (Cth) as updated from time to time and such other services for the time being and from time to time declared as aeronautical services by the provisions of the Prices Surveillance Act 1983

18. Definitions

(Cth) (but excluding those services referred to in Clause 3.5);

Aircraft means and includes fixed wing Aircraft, helicopters, balloons powered or un-powered and their parts and accessories, equipment and stores;

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

Aircraft Owner means that person named on the Certificate of Registration;

Aircraft Register means the register of Australian Aircraft established pursuant to Regulation 8 of the Civil Aviation Regulations (Cth) (CAR);

Airport means the physical site known as the Gold Coast Airport and all adjacent lands and roads leased, operated or controlled by GCAPL from time to time and as described in the lease granted to GCAPL by the Commonwealth dated the 28th day of May 1998;

ACOO means the Airport Chief Operating Officer of GCAPL or his or her nominee;

Airport Emergency Plan means a plan developed by the Airport Operator to co-ordinate all agencies (and their individual airport emergency procedures) and the State or area supporting plans for dealing with an airport emergency;

Airport Facilities means the buildings, water and electrical services, ramp areas, plant, fixed equipment and other fixed items located at the Airport and leased, owned, operated or controlled by GCAPL;

Airport Master Plan means a plan as detailed in Part 5 Section 3 of the Airports Act 1996 (Cth);

Aerodrome Manual means a manual required under CAR (as amended from time to time) in

respect of a licensed airport setting out, in the approved form, particulars of and operating procedures for the airport;

Transport Security Program means a program required under the Air Navigation Act 1920 (Cth) of measures adopted by an Airport to safeguard civil aviation against acts of unlawful interference;

Airside means the movement area of an aerodrome, adjacent terrain and buildings or portions thereof, access to which is controlled as described in Annex 17 to the Convention of International Civil Aviation;

Air Transport means a flight carried out for hire or reward including any RPT Operation, any other domestic scheduled flight operated in accordance with a published timetable where the air service is offered to the public whether fully loaded, partially loaded or empty and any Flight where the air service is contracted to another person to provide but does not include empty charter positioning flights;

AOC means the Airline Operators Committee which is comprised of the RPT Operators using the Airport;

ATC means the air traffic controller;

Aviation Charges shall have the same meaning as the term “**Aeronautical Charges**”;

Aviation Services shall have the same meaning as the term “**Aeronautical Services**”;

Business Day means a day other than a Saturday, Sunday or public Holiday on which Australian Banks are open for general banking business in Queensland;

Card means the Aviation Security Identification Card;

CASA means the Civil Aviation Safety Authority;

Certificate of Registration means a certificate issued pursuant to Regulation 13 of CAR;

18. Definitions

Change of Control means a direct or indirect change of Control of the Aircraft Operator;

Charges means collectively the charges for the use of Aeronautical Services (Aeronautical Charges) and for the use of Government Mandated Services (Government Mandated Charges);

Charter Operations means air service operations where either the Aircraft is used for the carriage of passengers and/or cargo but not conducted in accordance with fixed schedules or the air service operation is not available to the general public on a regular basis;

Claim means and includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature;

Conditions of Use means these Conditions of Use (as from time to time amended) upon which GCAPL provides the Services at the Airport and charges for the Services and all manuals for operations conducted at the Airport (as from time to time amended);

Confidential Information means any and all information (whether received before or after the commencement of the operation and effect of these Conditions of Use that;

- is by its nature confidential or proprietary; or
- the party receiving it (the recipient) knows or ought to know that it is confidential or proprietary,

and includes:

- all other commercial, financial, legal and technical information (whether written, oral or in other recorded or tangible form) provided (whether prior to or on or after the commencement of operation and effect of these Conditions of Use) to the recipient (and/or its advisers) by the party providing Confidential Information and includes all notes, calculations, conclusions or summaries or other material derived or produced partly or wholly from any of the Confidential

Information and any or all computer records (including data, copies, models, reproductions and recordings) derived or produced partly or wholly from any of the Confidential Information;

Consumer Price Index (CPI) means the Consumer Price Index (All Groups) for Brisbane published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorized by the Commonwealth of Australia to do so;

Control has the following meaning:

(a) in this document, an entity controls a party if that entity has the capacity to determine the outcome of decisions about the party's financial and operating policies; and

(b) in determining whether an entity controls a party:

- (i) the practical influence the entity can exert (rather than the rights it can enforce) is the issue to be considered; and
- (ii) any practice or pattern of behaviour affecting the party's financial or operating policies is to be taken into account.

CUTE means Common User Terminal Equipment;

Date for Practical Completion means the date specified in the notice that GCAPL gives setting out the date that Practical Completion will occur;

Date of Practical Completion means the date on which GCAPL gives notice that Practical Completion has occurred;

Department of Infrastructure means Department of Infrastructure Transport Regional Development and Local Government or such other

18. Definitions

Commonwealth department responsible for aviation;

Development Period means the period commencing on or about 1 July 2007 and expiring on the Date of Practical Completion;

Domestic Operations means operations that are not International Operations;

Domestic Passenger means a person travelling on the Aircraft Operator's aircraft engaged in Domestic Operations (excluding Infants, Operating Crew and Positioning Crew but including Transfer Passengers, and Transit Passengers) arriving at or departing from the Airport;

Domestic Terminal means the domestic terminal operated and managed as a common user terminal at the Airport by GCAPL;

Event of Default means:

- (a) in relation to either party:
 - (i) the party commits a breach of its obligations under these Conditions of Use which:
 - (A) if capable of being remedied, is not remedied within 20 Business Days of notice from the other party, specifying the breach and requiring it to be remedied; or
 - (B) is not capable of remedy; and
 - (ii) in relation to the Aircraft Owner or Aircraft Operator:
 - (A) an Insolvency Event occurs; or
- (b) a Change of Control occurs.

Final Destination Airport means the final destination on any Route from the Airport (non-stop or multi-sector) which can be reached without changing Aircraft and/or flight number;

Fixed Base Operator means an Aircraft Operator who leases either sites and/or buildings from GCAPL;

Flight has the same meaning as is given to that term in the Civil Aviation Act 1988 (Cth);

Force Majeure Event means in relation to either the Airport or Airline, acts of God, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic or strikes;

Foreign Aircraft means an aircraft registered on a national register of aircraft other than the Aircraft register;

Freighter means an Aircraft on which no fare paying passenger is carried and is configured only to carry cargo;

GCAPL means Gold Coast Airport Pty Ltd ABN 78 075 176 653, any related corporation of it authorised to provide the Services and where the context otherwise permits or requires the related operations of GCAPL;

GCAPL Minor Investments in Aeronautical Services means the Minor Investments referred to in **Schedule 4**;

General Aviation means all Civil Aviation Operators other than RPT;

Government Agency means:

- a) a government, whether foreign, federal, state, territorial or local;
- b) a department, office or minister of a government acting in that capacity; or
- c) a commission, delegate, instrumentality, agency, board, or other governmental, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not.

18. Definitions

Government Mandated Charges means the charges set out in **Schedule 1** for providing the Government Mandated Services;

Government Mandated Costs means the costs that GCAPL incurs in providing an Aircraft Operator the Government Mandated Services that are imposed on GCAPL by the Commonwealth Government, including GCAPL's own costs in administering the Government Mandated Services;

Government Mandated Services means and includes (but are not limited to) the following services:

- the Australian Protective Service;
- International and Domestic Terminal passenger screening;
- International and Domestic Terminal passenger checked bag screening; and
- other services required by the Commonwealth Government or other lawful authority;

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

Handling Agent means any person, firm or company appointed by the Aircraft Operator to perform the handling functions or an Aircraft Operator who self handles;

IATA means International Air Transport Association;

ICAO means International Civil Aviation Organisation;

Infant means a person who at the first date of travel is under the age of 2 years and does not occupy his or her own seat on the Aircraft;

Injury includes injury, sickness and death;

Insolvency Event means, in relation to a party, the occurrence of any one or more of these events in relation to that party:

- (a) except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of the other party:
 - (i) a process is filed in a court seeking an order that it be wound up or that a receiver be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 15 Business Days of it being filed;
 - (ii) an order is made that it be wound up or that a receiver be appointed to it or any of its assets; or
 - (iii) a resolution that it be wound up is passed or proposed;
- (b) a liquidator, provisional liquidator, administrator, receiver or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertaking or any step is taken to effect any of these things;
- (c) it enters into, or resolves to enter into, an arrangement, compromise or composition with any class of its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
- (d) any action is taken by a Government Agency with a view to cancelling its registration or to dissolving it;
- (e) it is insolvent or it otherwise states that it is unable to pay its debts, or it is

18. Definitions

- presumed to be insolvent under any applicable law;
- (f) it stops or suspends the payment of all or a class of its debts;
- (g) it stops or suspends the conduct of all or a substantial part of its business or threatens to do so; or
- (h) anything having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of any jurisdiction;

Interest Rate means the rate per annum that is 2% higher than the rate published by the Australian and New Zealand Banking Group Limited in a newspaper circulating nationally as its Reference Rate from time to time;

Intermediate Airport means any destination between the Airport and the Final Destination Airport for which seats may be sold from the Airport or for which seats may be sold to the Final Destination Airport on the same Aircraft/flight number;

International Operations means operations by an Aircraft Operator that involve departure from a point outside Australia or arrival at a point outside Australia of an Aircraft Operator's Aircraft;

International Passenger means a person travelling on the Aircraft Operator's aircraft engaged in International Operations (excluding

Performance Principles means the principles set out in Clause 2.2;

Personal Information has the same meaning as it does under the Privacy Act 1988 (Cth) ("Privacy Act");

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

Registered in relation to an Aircraft, means that the Aircraft is registered on the Aircraft Register or is a foreign Aircraft capable of being lawfully flown in Australia;

RPT Operations means a Regular Public Transport Operation which is the operation of an aircraft for the purpose of an air service that:

- is provided for a fee payable by persons using the service;
- is conducted in accordance with fixed schedules to or from fixed terminals over specific routes;
- is available to the general public on a regular basis; and
- as is defined in the Air Navigation Act 1920 (Cth).

RPT Operator means a person/company undertaking RPT Operations;

Route means any route from the Airport to or from a first or Final Destination Airport;

Scheduling Period means that period deemed by the International Air Transport Association (IATA) to cover the Northern Summer Season (April to September) and the Northern Winter Season (October to March);

Service means a route operated to or from the Airport to or from another airport;

Services means collectively, Aeronautical Services and Government Mandated Services;

T1 means the main **Common-User domestic and international terminal**;

T2 means the terminal located towards the Northern side of T1;

Terminal Buildings means T1, T2 and General Aviation buildings and includes concourse, shops, public areas, aprons etc;

Terminal Passenger means a Passenger joining or leaving an Aircraft at the Airport;

18. Definitions

Transfer Passenger means a Passenger identified by Handling Agents who arrives at the Airport by one Aircraft and departs the Airport on another Aircraft and is treated as a Terminal Passenger;

Transit Passenger means a Passenger who arrives in and departs from the Airport on the same Aircraft or an aircraft with the same flight number;

Use of the Airport means the use by an Aircraft of the Airport and includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers and/or cargo.

Schedule 1

Aeronautical Charges and Government Mandated Charges

Unless otherwise agreed the GCAPL Aeronautical charges from 1 July 2010 are detailed in the tables below.

All charges listed in the tables below are exclusive of GST. All charges are based on per passenger for both inbound and outbound.

**Diverted Aircraft: Charged per passenger for embarking/disembarking passengers.
Charged per MTOW for landings only, when passengers do NOT embark/disembark, at \$12.75 per MTOW**

Domestic Operations

Item	Cost*
Terminal usage charge	\$3.15
Aeronautical passenger charge	\$5.50
Security Screening	\$1.60
General Security Levy	\$0.40
Baggage infrastructure charge	\$0.75
CUTE (departing only)	\$0.27

International Operations

Item	Cost*
Terminal usage charge	\$3.95
Aeronautical passenger charge	\$5.50
Security Screening	\$1.60
General Security Levy	\$0.40
Baggage infrastructure charge	\$0.75
LAGS (Liquids Aerosols and Gasses)	\$1.15

Schedule 1

General Aviation

General Aviation charges are as below.
Aircraft are charged per Maximum Take Off Weight (MTOW) for landing and parking (maximum one charge per one movement per day). "Touch and goes" are not charged.

General Aviation Charges

Item	Cost* 2010/ 2011
Fixed Wing Landing & Parking Charge/tonne (MTOW)	\$13.50
Rotary Landing & Parking Charge/tonne (MTOW)	\$11.00

Prices are exclusive of GST

*GCAPL reserves the right to amend costs and charges from time to time by giving 21 days written notice.

Schedule 2

Schedule 3

GLOSSARY

AC	Advisory Circular
ATC	Air Traffic Control (Airservices)
CAO	Civil Aviation Order
CASR	Civil Aviation Safety Regulations
DM	Duty Managers
EOC	Emergency Operations Centre
GCA or Airport	Gold Coast Airport
GCAPL	Gold Coast Airport Pty Ltd
JUHI	Joint User Hydrant Installation
MOS	139 Manual of Standards Part 139 (Aerodromes)
SOP	Standard Operating Procedure
O&SM	Operations & Security Manager
OPSO	Operations Officers

Airport - Scheduling & Aircraft Parking Rules

INTRODUCTION

Airline schedule control procedures are the arrangements made for coordinating scheduled Aircraft arrival and departure times in order to minimise overloading of Airport facilities and the consequent delays to passengers and services.

DOMESTIC & INTERNATIONAL OPERATORS SCHEDULING

The Airport currently has the following features

- There are a total of 10 Code C or 4 Code E and 4 Code C full strength main apron bays at any one time at the Airport's main terminal;
- There is two code C bay available at Terminal 2;
- Typically, international aircraft bays are 11 - 16
- No bays are fitted with aerobridges; and
- Passenger walkways and pavement markings have been installed to and from all bays.

APRON OCCUPANCY

The order of Aircraft parking is outlined in the 'Aircraft Parking Layout Plan' (available from GCAPL) on a weekly basis.

Non-Scheduled/Charter aircraft will be subject to special approval by GCAPL prior to the allocation of an apron position. These Aircraft will not be allocated apron positions if they are likely to interfere with the allocation of positions for scheduled Aircraft, whether on or off schedule.

APRON SAFETY

The Aircraft Operator or agent will ensure that passenger safety is not compromised, particularly by ground handling equipment, when disembarking and boarding an Aircraft.

TERMINAL BUILDING CAPACITIES

The following capacities are predicated on the basis that all available Counter/Belts and Security screening points are used to their maximum.

ARRIVALS

Primary Customs/Immigration

There are a maximum of 10 positions available for passenger processing plus 2 Smartgate entry points. The Australian Government/Industry agreed Standard is that 95% of passengers will be processed through the primary line within 30 minutes, accordingly, ACS provide a staff passenger ratio of 1:80 to meet this standard. At maximum capacity, this would allow approximately 300 passengers to be processed per hour.

DEPARTURES

Check-in. There are 36 check-in counters and 6 Virgin Blue and 12 Jetstar Kiosks.

Immigration. There is a 'trickle feed' processing of passengers at this point and sufficient staff are provided to meet a 1:120 ratio which is monitored to increase the staffing at peak rushes.

Security Screening. In Terminal 1 There are five security screening facilities available at an accepted 20 seconds per passenger. Two screening points are LAGS dedicated and one is for transit passengers. Operating at maximum

capacity this would allow 720 passengers to be processed per hour. In terminal 2 there is one security screening point.

AIRCRAFT SCHEDULING, APRON USAGE AND GATE PARKING RULES

SCOPE

The aim of these Conditions of Use is to provide procedures for the safe operation of Aircraft bay management and allocations on the Terminal Apron.

LEGISLATION

The CAO 20.9 defines the requirements for refueling of Aircraft.

Movement area clearances and physical design requirements for Aircraft parking bays are outlined in the CASA Manual of Standards part 139 in the following chapters:

- Aircraft Reference Codes Section 2.1.2
- Apron Separation Distances Section 6.5

Airlines must also follow any decisions made by the Aerodrome Safety Committee, with regard to safety, security and OH&S.

RESPONSIBILITIES

GCAPL and the Aircraft Operator each have responsibilities in respect of the safe Aircraft bay management.

Airport Safety Officers (ASO)

Airport Safety Officers (ASO) are responsible for the monitoring of safe operating procedures in relation to:

- Aircraft parking,
- Aircraft refueling,
- Jet blast issues,
- Vehicular traffic on the apron,
- Airline staff and equipment
- Safety of passengers,
- Catering vehicles

Operations & Safety Supervisor (O&SS)

The Operations & Security Supervisor (O&SS) is responsible of the monitoring for compliance through the ASO reporting officer.

The Operations & Safety Supervisor (O&SS) is responsible for coordinating the parking of itinerant Aircraft and for the operation and

safety compliance of the Aerodome.

JUHI management and staff are responsible for activation of the JUHI emergency shut down system if required.

Duty Managers

Duty Managers are responsible for the allocation of aircraft parking bays on a weekly basis and co-ordination of off schedule changes. ensuring that these procedures are followed through correct gate allocations.

AIRCRAFT CODES

Australia has adopted the International Civil Aviation Organisation (ICAO) methodology of using a code system. The Aircraft code letter corresponds to the greatest wingspan, or the greatest outer main gear wheel span, whichever gives the more demanding Code letter.

Common Aircraft types and there corresponding Aircraft codes are as follows:

-	B747	Code E
-	B777	Code E
-	A330	Code E
-	B767	Code D
-	B737	Code C
-	A321	Code C
-	E190	Code C

Aircraft codes are used in determining taxiway and apron Aircraft clearances. These clearances include wingtip clearances between Aircraft and taxiway separation distances.

A full list of Aircraft and codes can be found in the CASA Manual of Standards 139 Section 2.1.5. Staff allocating Aircraft to bays should use this when making any decisions.

BAY ALLOCATION PROCESS

Schedule Information from Airlines

The allocation of parking bays is based upon the published schedules received in electronic format from the airlines.

All bays at GCAPL are power in push back with the exception of bays 15, 16, 15A, 22 and 23 which are power-out bays.

Daily Schedules

Any known schedule changes are advised to GCAPL Duty Managers (DMs) by 1700 on the day preceding. This allows sufficient time to confirm the following day's plan is correct. This information is forwarded from the airlines.

Off Schedule Aircraft

All airline ground operators have the responsibility of advising the DMs of any flight that has veered from its scheduled arrival or departure time that could cause conflict with scheduled allocations.

Notification

Any requested changes to the bay plan shall be notified to the DMs. The DMs will ensure all changes to Aircraft parking allocations are communicated verbally, in addition to the changes made on the parking layout plan.

Any changes to international services are to be communicated to border agencies, client handling agents, screening contractor and any other effected operator at the Domestic Terminal. Notification is given by ground handler

Diversions

It is the responsibility of all airlines to advise the DMs of any diversions into the Airport.

Diverted Aircraft will not displace scheduled services on the apron. Diverted Aircraft will be allocated parking in the following order:

- Emergency Landings
- International Services
- Domestic Services
- Regional Services
- Charters, and
- Freight.

Any vacant bay at the Terminal aprons will be allocated to diverted Aircraft in the first instance.

The ASO will organise “follow me” services for Aircraft that require direction to bays.

GCAPL Aircraft Bay Planning

The principle of the bay management procedure is to provide a minimum 15 minute separation between the scheduled time of departure (STD) and the next scheduled arrival (STA) at a particular bay.

This principle allows parameters or rules regarding the code of Aircraft capable of using the bay based on the limitations detailed in this standard operating procedure. If adjacent bays are affected then these bays are locked out for Aircraft parking.

Communicating Bay Allocation to Aircraft

Bay allocations to all airlines will be communicated by direct radio contact with the aircraft via the Aircraft Company’s Ground to Air Frequency. Any information from the Aircraft will be disseminated through the relevant airline’s ground handler.

Scheduling Conventions

GCAPL confirms that domestic operations will not be displaced by international operations and similarly international operations will not be displaced by domestic operations based upon the following agreed principles:

- GCAPL as the Airport Managing body will discuss with airlines Handling Agents their proposed schedules as part of GCAPL’s yearly airport capacity parameters review. Following the facilitation of airline schedules, with due adherence to ‘grand-fathered’ domestic and international schedules, requests that result from the schedule discussions will then be addressed. GCAPL acknowledges that information given and received at all times is commercial in nature and therefore provided in confidence;
- Airlines acknowledge that from time-to-time, operational disruptions, such as maintenance requirements, may result in Aircraft going to non-preferred gates or subject to company agreement electing to utilise a stand-off position;
- In the event that the bay demand exceeds capacity, options to be considered will include scheduling at non-peak periods when bays are under utilised, it may be considered that GCAPL will undertake to expand the building accordingly with the addition of gates and facilities. This will only occur when all other reasonable options have been investigated and agreed by the parties to be unworkable;
- A new entrant domestic or international operation will not displace an on-time existing domestic operation (existing is defined as current);
- If access to a scheduled domestic gate is not available to airlines for any reason, GCAPL will make every effort to provide an acceptable alternative.

Bay Rules

- Northern Bays (nominally Bays 11 to 16) are preferable for international services. It is proposed that when these bays are not required for international operations that they are made available for the domestic carriers and to be allocated on an equitable

basis, notwithstanding that GCAPL will at all times be the arbiter of the allocation of all stands, including for new entrants;

- Provision of a 15 minute buffer between scheduled movements at each stand will be used for planning purposes;
- Airline departures during peak time slots will be allocated gates, based upon the Aircraft mix of the day;
- Bay allocations will be secured based on operational requirements, whilst allowing schedule adjustments within these agreed parameters. New entrant international operators or changes to current international schedules will be accommodated after fully taking into account these commitments and will not displace any existing arrangements. Similarly, any existing international schedules will not be displaced by new entrant domestic operators or subsequent changes to existing domestic schedules. Should schedule demand require additional capacity, this may trigger GCAPL to put in place options which may include scheduling at non-peak periods when gates are under utilized, thereby potentially increasing gate numbers;
- Any additional airline overnight aircraft parking requirements will be accommodated on availability of bays, subject to agreed company preferences with stand availability;
- In the event of localised or system-wide disruptions, whilst every effort will be made to accommodate Aircraft as indicated above, it may be necessary to waive the gate rules accordingly;
- It is anticipated that any new entrant domestic operators, will operate turnarounds and therefore their impact upon gate requirements are likely to be outside of the morning capacity times;
- Long stay Aircraft, in excess of 180 minutes will be expected to be relocated to a layover position, subject to gate availability;
- Layover bay is normally bay 7;
- The apron is first and foremost a passenger facility and RPTs take precedence at all times over freighters and passenger charters;
- Passenger charter traffic, other than that directly associated with RPT operators at GCA will be afforded bays and/or stand-off facilities after all scheduled domestic and international operations are accommodated;
- 'Existing' is defined as current (i.e. existing at the time of reading these Conditions of Use); and
- Current information will be published in ERSA and NOTAMs will also be used to ensure

operators are advised of any short term changes.

AIRCRAFT HAZARDS AND PRECAUTIONS

Fuelling Areas

Fuelling areas are sited to avoid bringing fuelling equipment or Aircraft fuel tank vents to within 15 metres of the Terminal building.

For procedures and requirements when fuelling Aircraft on the apron refer to JUHI SOP for Aircraft Fuelling.

VISUAL DOCKING GUIDANCE SYSTEM

This section is intentionally left blank, in the event the Airport has the requirement for Visual Docking Guidance Systems in the future.

GROUND RUNNING OF AIRCRAFT

Refer to the Ground Running Procedures. All ground running at the Airport must comply with the appropriate SOP.

ITINERANT PARKING

Special safety and security considerations generally apply to itinerant aircraft and all requests for itinerant parking must be referred to the O&SS in every instance.

EMERGENCY PROCEDURES

Fuel Hydrant Emergency Shutdown System

An emergency shutdown system has been installed which when activated will shutdown the JUHI pumps located on the RPT apron lighting poles.

Terminal Evacuation

In the event of an emergency within the terminal building, refer to the Gold Coast Airport Terminal Operations Manual, Section 26, Terminal Evacuation Plan.

START UP TAXIING ARRANGEMENTS

There are no requirements for start up clearances at the Airport. However push back approval is required from ATC.

Aircraft requiring taxiing clearances must contact the ATC Surface Movement Controller 121.8 MHz for approval. All bays are supplied with taxiing guidance lines for operators in accordance with MOS 139 Chapter 8. All Aircraft must follow the taxiing guidance lines, to ensure aircraft wing tip clearances, and to ensure minimum stress on apron surface.

GCAPL'S OBLIGATIONS

To the extent that these Schedules and rules shall be applicable to GCAPL it shall comply with them.

Schedule 4

Statistical Information

In order for flight data to be analysed by QAL for both accounting and marketing purposes, QAL requires that airline partners return data each month in a spreadsheet format, thus:
 FLIGHT_DATE, FLIGHT_TIME, FLIGHT_NO, CITY_PAIR, CountOfPAX_NUM, AircraftRego, CountOfInfantPAX_NUM, CountOfTRANSITPAX_NUM, CountOfTransferPAX_NUM

- Each of the items above represent a field, or column, in an excel or text file;
- Each flight should be recorded as a separate row;
- Both departures and arrivals should be listed separately; and
- All diversions to QAL airports from their scheduled flight plan should be recorded. However if the passengers did not disembark the aircraft, all the passengers should be recorded as transit and the count of passengers should be recorded as zero.

This format should be replicated for all flights to all QAL airports, reporting each airport separately.

Accounting This data is used by QAL Finance Department to generate your monthly invoice.

Marketing This data is used by Business Development & Marketing to generate city pair analysis and maintain data regarding route performance.

Value-add/feedback

In return for providing data to QAL in the format specified, QAL undertakes to keep each airline informed of progress at each airport, by way of publishing a monthly aviation update on the Gold Coast Airport website.

FLIGHT_DATE	FLIGHT_TIME	FLIGHT_NO	CITY_PAIR	CountOfPAX_NUM	AircraftRego	CountOfInfantPAX_NUM	CountOfTransferPAX_NUM
10.06.06	1015	QF830	SYD-OOL	147	VH-TJX	1	0
10.06.06	1145	QF839	TSV-SYD	174	VH-TJX	0	0
11.06.06	1015	QF830	SYD-TSV	156	VH-TXB	2	0
11.06.06	1145	QF839	TSV-SYD	165	VH-TXB	1	0
11.06.06	1815	QF330	SYD-TSV	0	VH-TXB	0	87
11.06.06	1845	QF7330	TSV-BNE	0	VH-TXB	0	87

Schedule 5

Check-in Counter and Terminal Facilities Charge

Check-in counters will be allocated subject to availability and based on a set of check-in allocation Guidelines. Check-in counters will be allocated prior to the commencement of each Northern Winter and Northern Summer schedule.

The airport manages its check-in counters via a CUTE platform.

