

Conditions of Use of Aeronautical Assets Broome International Airport

1 July 2021

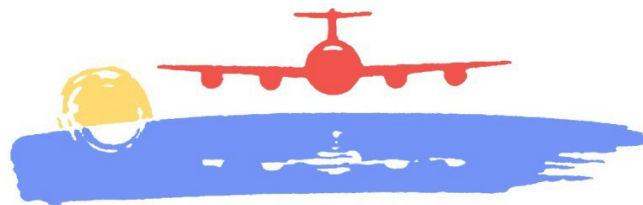


TABLE OF CONTENTS

| | |
|--|---|
| BACKGROUND | 3 |
| Broome International Airport Group | 3 |
| Contact Information | 3 |
| 1. INTRODUCTION | 3 |
| 1.1 Application of Conditions | 3 |
| 1.2 Effective date | 3 |
| 1.3 Conditions generally | 3 |
| 1.4 Amendment of Conditions | 3 |
| 1.5 Definitions | 3 |
| 2. LICENCE TO USE THE AIRPORT | 3 |
| 2.1 Licence | 3 |
| 2.2 Use of Airport | 3 |
| 3. SERVICES AND FACILITIES | 4 |
| 3.1 Supply of services | 4 |
| 3.2 Government Mandated Services | 4 |
| 3.3 Excluded services | 4 |
| 3.4 Other Airport services | 4 |
| 3.5 General access to Airport | 4 |
| 3.6 Environment | 4 |
| 3.7 Occupational safety and health obligations | 4 |
| 3.8 Indemnity | 4 |
| 3.9 Interruptions and shutdowns | 5 |
| 3.10 Parked Aircraft | 5 |
| 3.11 Use of Common User Facilities | 5 |
| 3.12 Scheduling Rules | 5 |
| 4. INFORMATION | 5 |
| 4.1 Provision of information | 5 |
| 4.2 RPT Operations | 5 |
| 4.3 Non RPT Operators | 6 |
| 4.4 Aircraft Owner and Aircraft Operator | 6 |
| 5. CHARGES | 6 |
| 5.1 Aviation Charges | 6 |
| 5.2 Government Mandated Charges | 6 |
| 5.3 Payment of Charges | 6 |
| 5.4 Interest and costs | 6 |
| 5.5 Disputed Charges | 6 |
| 5.6 Variation of Aviation Charges | 6 |
| 5.8 Other charges excluded | 6 |
| 6. DEFAULT | 6 |
| 6.1 Default | 6 |
| 6.2 Our rights on default | 7 |
| 6.3 General | 7 |
| 7. SECURITY INTEREST | 7 |
| 7.1 PPSA definitions | 7 |
| 7.2 Grant of security interest | 7 |
| 7.3 Registration | 7 |
| 7.4 Power of attorney | 7 |
| 7.4 Default | 7 |

| | | |
|------|---|----|
| 7.5 | Receiver..... | 7 |
| 7.6 | Notice..... | 8 |
| 7.7 | Waiver of rights..... | 8 |
| 7.8 | Notify changes..... | 8 |
| 8 | AIRPORT SECURITY..... | 8 |
| 8.1 | Security..... | 8 |
| 8.2 | ASIC..... | 8 |
| 8.3 | Exclusion of personnel..... | 8 |
| 9 | INSURANCE AND INDEMNITY..... | 8 |
| 9.1 | Insurance..... | 8 |
| 9.2 | Indemnity..... | 8 |
| 9.3 | Your risk..... | 9 |
| 10 | CONFIDENTIALITY..... | 9 |
| 11 | PRIVACY AND DATA PROTECTION..... | 9 |
| 11.1 | Application..... | 9 |
| 11.2 | Our obligations..... | 9 |
| 11.3 | Our rights..... | 9 |
| 11.4 | Consent and acknowledgement..... | 9 |
| 12 | DISPUTE RESOLUTION..... | 9 |
| 12.1 | Procedure..... | 9 |
| 12.2 | Notice of a Dispute..... | 9 |
| 12.3 | Authorised Officers to meet..... | 9 |
| 12.4 | Mediation..... | 9 |
| 12.5 | Legal proceedings..... | 10 |
| 13 | GOODS AND SERVICES TAX (GST)..... | 10 |
| 14 | FORCE MAJEURE..... | 10 |
| 15 | SERVICE OF NOTICES..... | 10 |
| 16 | GENERAL..... | 11 |
| 16.1 | Entire agreement..... | 11 |
| 16.2 | Invalidity..... | 11 |
| 16.3 | Waiver..... | 11 |
| 16.4 | Remedies cumulative..... | 11 |
| 16.5 | Statutes not to abrogate agreement..... | 11 |
| 16.6 | Statement by Us..... | 11 |
| 16.7 | Governing law..... | 11 |
| 16.8 | Interpretation..... | 11 |
| | SCHEDULE 1 - DEFINITIONS..... | 12 |
| | SCHEDULE 2 - CHARGES..... | 15 |
| 1. | PASSENGER FACILITATION CHARGE (PFC)..... | 15 |
| 2. | SECURITY SCREENING CHARGE (SSC)..... | 15 |
| 3. | GENERAL LANDING CHARGE (GLC)..... | 15 |
| 4. | MILITARY LANDING CHARGES (MLC)..... | 15 |
| 6. | AIRSIDE ENVIRONMENTAL CHARGES (AECS)..... | 15 |
| 7. | AIRCRAFT PARKING CHARGES..... | 15 |
| | SCHEDULE 3 - AVIATION SERVICES..... | 16 |
| | SCHEDULE 4 - COMMON USER CONDITIONS..... | 16 |
| 1. | Ownership of Counter Equipment..... | 16 |
| 4. | FIDS and PA System Conditions..... | 16 |
| 5. | Airport Management and Rules..... | 16 |
| 6. | No unaccompanied baggage..... | 16 |

BACKGROUND

Broome International Airport Group

The Broome International Airport Group of companies is a private group that owns and operates the Broome International Airport (**Airport**).

The main companies in the group are PCP and BIA. PCP is the owner of the Airport and BIA is the operator of the Airport.

Contact Information

Name: Broome International Airport
Address: Macpherson Road, Broome, Western Australia, 6725
Postal address: Locked Bag 4016, Broome, Western Australia, 6725
Telephone: +61 8 9194 0600 (during business hours)
+61 437 900 566 (outside business hours)
Fax: +61 8 9194 0610
Email: admin@broomeair.com.au
Website: www.broomeair.com.au

1. INTRODUCTION

1.1 Application of Conditions

These Conditions apply to any person:

- (a) using the Facilities and Services; and
- (b) who has not entered into a current agreement in writing with Us to use the Services and Facilities.

1.2 Effective date

These Conditions take effect from the date on the front page of these Conditions.

1.3 Conditions generally

- (a) These Conditions set out the conditions under which You may use the Facilities and Services including the Charges for such use.
- (b) A copy of these Conditions is published on Our website www.broomeair.com.au.
- (c) These Conditions operate as an agreement between You and Us despite You not signing these Conditions.
- (d) By using any of the Facilities and Services You accept these Conditions, and agree to be bound by and comply with them and all of Our rules and reasonable directions from time to time in relation to the use of the Airport.
- (e) These Conditions may be incorporated into or attached to another agreement between You and Us, or the only agreement governing the relationship between You and Us.

1.4 Amendment of Conditions

- (a) You agree We may add to, amend or replace these Conditions at any time.
- (b) Any addition, amendment or replacement of these Conditions will become effective and will be binding on both You and Us 30 days after the earlier of:
 - (i) notice in writing of the amended or

replaced Conditions is given to You; or

- (ii) the publication of the amended or replaced Conditions on our website www.broomeair.com.au.

1.5 Definitions

The capitalised terms in these Conditions are defined in Schedule 1.

2. LICENCE TO USE THE AIRPORT

2.1 Licence

We grant to You and You accept a non-exclusive licence to use the Airport in common with other users and to utilise the Facilities and Services in accordance with these Conditions.

2.2 Use of Airport

When You use the Airport, You must comply with the following:

- (a) these Conditions;
- (b) the Airport Aerodrome Manual;
- (c) the Aerodrome Emergency Procedures;
- (d) the Airport Transport Security Program;
- (e) all applicable laws and regulations including Civil Aviation Safety Authority and Airservices Australia rules and regulations;
- (f) the requirement to obtain from Us any licence We require for you to carry on business on the Airport and the requirement to hold and display a valid ASIC at all times when in the Airside Secure Area;
- (g) the insurance policy requirements set out in Condition 8.1;
- (h) environmental and safety directions notified by Us from time to time;
- (i) any restrictions on flying operations that We or any governmental agency, authority, body or department may have in place from time to time;
- (j) reasonable safety and security directions We notify from time to time and necessary for the day to day operation of the Airport; and
- (k) local flying restrictions including the requirements of the *Civil Aviation Act 1988* (Cth), the *Civil Aviation Regulations 1988* (Cth), the *Air Navigation Act 1920* (Cth), the *Air Navigation Regulations 1947* (Cth) and the *Air Navigation (Aircraft Noise) Regulations (1994)* (Cth);
- (l) any noise management procedures or regulations in place from time to time in relation to the Airport including ERSA and the Airport's Fly Neighbourly Procedures (see Our website www.broomeair.com.au);
- (m) conditions, instructions, orders or directions of the Civil Aviation Safety Authority and Airservices Australia including publications such as the Aeronautical Information Publications, ERSA and NOTAM;
- (n) conditions, instructions, orders or directions We publish from time to time in relation to the Airport including these Conditions (as amended), MOWP, the environmental requirements in the Airport Environmental Strategy and directives on security of

airports and Aircraft issued by or on behalf of the Commonwealth of Australia; and

- (k) when operating Aircraft outside of the operational hours of the Airservices Australia Air Traffic Control service at the Airport, You must, for the benefit of safety of all other users of the Airport, make all necessary radio calls on the CTAF frequency (VHF 126.00) in the following circumstances:
- (i) at 30 nautical miles inbound to the Airport;
 - (ii) when circuiting the Airport;
 - (iii) when turning down wind of the Airport;
 - (iv) when turning base;
 - (v) when turning on final approach of the Airport;
 - (vi) following any missed approach to the Airport;
 - (vii) when clear of the runways;
 - (viii) when taxiing on the movement areas of the Airport; and
 - (ix) when departing the Airport.

3. SERVICES AND FACILITIES

3.1 Supply of services

We agree to supply Aviation Services and Government Mandated Services in accordance with:

- (a) these Conditions;
- (b) with due care and skill;
- (c) in the case of Government Mandated Services, as required by the relevant governmental agency, authority, body or department; and
- (d) all applicable laws and regulations.

3.2 Government Mandated Services

We provide and administer the Government Mandated Services for the provision of safety and security at the Airport.

3.3 Excluded services

For the avoidance of doubt, Aviation Services and Government Mandated Services in these Conditions do not currently include the following:

- (a) Aircraft, building, motor vehicle or other security services;
- (b) air traffic control services;
- (c) rescue and fire-fighting services;
- (d) en-route services;
- (e) meteorological services;
- (f) catering Services;
- (g) quarantine waste disposal, customs or immigration services;
- (h) mechanical repair or maintenance services (other than in connection with the Facilities and Services);
- (i) environmental clean-up services; and
- (j) non-visual navigation aids services.

3.4 Other Airport services

These Conditions do not cover or apply to the provision by Us of other Airport services that do not form part of the Facilities and Services. Such other Airport services may be available from Us on separate commercial terms

and at commercial rates.

3.5 General access to Airport

We will provide access to You and other users to the Airport in accordance with these Conditions, Our agreement with the Commonwealth of Australia and applicable law. You acknowledge and agree that Your access to the Airport and the Facilities and Services are subject to the demands of other users of the Airport.

3.6 Environment

You must:

- (a) comply with every Environmental Law applicable to the Airport or Your use of the Airport;
- (b) comply with any reasonable direction or request by Us relating to the environmental performance of the Airport;
- (c) monitor the environmental impacts of Your activities at the Airport and report on them to Us in a manner reasonably determined by Us;
- (d) permit us at any reasonable time to inspect your facilities and operations at the Airport and monitor their environmental performance and to rectify any environmental harm;
- (e) immediately after you become aware of any Contamination or breach of any Environmental Law:
 - (i) notify Us of the Contamination or breach; and
 - (ii) if the Contamination or breach is caused by You, You must at Our option pay the costs we incur in remedying it or promptly remedy it to Our reasonable satisfaction at Your cost; and
- (f) keep all environmental data in relation to any part of the Airport confidential and obtain Our written consent before releasing any of it except where required by law to disclose it.

3.7 Occupational safety and health obligations

At all times You must comply with, and You must ensure that your officers, employees, agents and contractors comply with:

- (a) all legislation regulating work, health and safety in Western Australia and any regulations, codes of practice, standards and guidance notes made under or in connection with that legislation;
- (b) the Airport's safety management system and policy for the time being communicated in writing to You;
- (c) notices issued by any relevant governmental agency, authority, body or department in relation to occupational safety and health relating to Your use of the Airport, and You must promptly notify Us of any such notices issued;
- (d) all lawful directions and notices from Us in relation to occupational health and safety relating to the Airport; and
- (e) report any occupational health and safety incident relating to the Airport to Us as soon as practicable after becoming aware of the incident.

3.8 Indemnity

To the extent permitted by law You must keep Us indemnified at all times against liability of every description arising out of any incident, injury, prosecution or claim by any person for loss, damage, disability, disease or death suffered as a result of injury or death,

caused or contributed to by You or your officers, employees, agents and contractors.

3.9 Interruptions and shutdowns

- (a) We may close or be directed to close all or any part of the Airport or interrupt or shutdown all or part of the Facilities and Services at any time if required by law or if We believe it necessary to deal with an emergency or security incident.
- (b) We may close the Airport or part of the Airport or interrupt or shutdown all or part of the Facilities and Services at any time if We consider it necessary for repair, maintenance or for any construction work on the Airport.
- (c) We will not be liable for any loss or damage You may suffer directly or indirectly as a result of a planned or unplanned closure, interruption or shutdown at the Airport.

3.10 Parked Aircraft

- (a) We may at any time require You to either move a parked Aircraft to another position, or remove it from the Airport within the reasonable time specified by Us. If You do not comply with Our order within the specified time, We may move or remove the Aircraft and You must pay all of Our reasonable costs of having the Aircraft moved or removed.
- (b) If in Our reasonable opinion, Your Aircraft, equipment or facilities or activity interrupt or compromise the safe and/or viable operation of the Airport, We may remove, cause to be removed or direct You to remove such Aircraft, equipment, or facilities or direct or cause You to cease those activities.
- (c) You shall indemnify and keep us indemnified from any loss and damage which We may suffer or incur as a result of acting under this Condition unless caused by Our negligence or the negligence of Our officers, employees, agents or contractors.
- (d) You agree We are entitled to take whatever steps we consider necessary to maintain the safety and security of the Airport.

3.11 Use of Common User Facilities

If You use the Common User Facilities at the Airport, You must comply with the Common User Conditions in Schedule 4.

3.12 Scheduling Rules

- (a) We may at any time make or change scheduling rules for the use of the Facilities and Services which rules will take effect on the date We specify.
- (b) You agree at all times to comply with the relevant scheduling rules.

4 INFORMATION

4.1 Provision of information

You must provide to us such information relating to Your use of the Facilities and Services as We may reasonably require from time to time in an electronic form reasonably acceptable to Us.

4.2 RPT Operations

For Aircraft Operators involved in RPT Operations:

- (a) You must within 7 days of the end of each month provide Us with the number of Passengers per flight that You embarked and disembarked at the Airport during that month, together with the number of Transit Passengers shown separately.
- (b) where You fail to provide the information mentioned in Condition 4.2(a), You agree We may calculate and levy Our Charges based upon the presumption of maximum seat load capacity for the Aircraft in use and You must pay such Charges.
- (c) to the extent that such information has not already been provided, You must provide to Us:
 - (i) reasonable evidence that You have security procedures that comply with Our security requirements and applicable laws;
 - (ii) reasonable evidence that You have emergency procedures that complement Our emergency plans and applicable laws;
 - (iii) Your name, address, ABN and contact details and the names, addresses, telephone numbers, fax numbers, email addresses and all other contact details for Your key personnel (to enable Us to be able to contact You at any time in an emergency or on security or operational matters concerning Your use of the Airport);
 - (iv) evidence of the insurance policies You hold as required by Condition 8 and evidence of the renewal of such policies every 12 months whilst You are using the Facilities and Services;
 - (v) ground handling arrangements for Your passengers and cargo;
 - (vi) arrangements for the repositioning of Your stationary Aircraft;
 - (vii) information on the types and standards of Aircraft being flown by You to and from the Airport and, if available, confirmation that they are compliant with the *Air Navigation (Aircraft Noise) Regulations (1994)* (Cth);
 - (viii) any other information required from You in accordance with these Conditions.
- (d) You shall furnish to Us, in such form as We may from time to time reasonably require, further information relating to Your use of the Facilities and Services.
- (e) You must provide Us with the details of any changes made to information provided under this Condition 4.2 within 30 days of such change.
- (f) If We ask You to do so, You must give Us certified statements from Your accountants or auditors verifying the accuracy of the information You have provided Us under this Condition 4.2. You must give Us the statements within 30 days of the date of Our request, which shall be made no more frequently than once every 12 months. Your accountants or auditors must be members of an independent accounting firm.
- (g) You must permit Us to conduct an independent audit at Our cost of any information You provide Us under this Condition 4.2.

- (h) Where the information You provide to Us, or the information We obtain from the audit We carry out, discloses any error in the information We have been provided with, We shall be entitled to calculate and levy Charges based upon the information obtained from the independent audit.
- (i) If the error identified by any audit is in Our favor by 5% or more based on the information You have given to Us, then You must reimburse Us the cost of the audit carried out by Us under Condition 4.2(g).

4.3 Non RPT Operators

For Aircraft Operators using the Facilities and Services who are not involved in RPT Operations:

- (a) if requested by Us You must within 7 days of the end of each month provide Us with the number of Passengers per flight that You embarked and disembarked at the Airport during that month, together with the number of Transit Passengers shown separately.
- (b) where You fail to provide the information mentioned in Condition 4.3(a), You agree We shall be entitled to calculate and levy Our Aviation Charges based upon the registered MTOW as published by CASA or equivalent International Aircraft register and You and the Aircraft Owner are jointly and severally liable to pay such Charges.
- (c) to the extent that such information has not already been provided, You must provide Us the information specified in Condition 4.2(c) together with ownership details for the Aircraft using the Facilities and Services and MTOW for that Aircraft.

4.4 Aircraft Owner and Aircraft Operator

You must give Us prompt written notice of:

- (a) the Aircraft Owner and the Aircraft Operator of any Aircraft used by You that uses the Facilities and Services; and
- (b) any change to that owner or operator.

5. CHARGES

5.1 Aviation Charges

You must pay Us the Aviation Charges for Your use the Facilities and Services calculated in accordance with Schedule 2.

5.2 Government Mandated Charges

You must pay Us any Government Mandated Charges applicable for Us providing the Government Mandated Services to You in accordance with Schedule 2.

5.3 Payment of Charges

- (a) Invoices for the Charges are prepared on a monthly basis and will be issued during the following month. The invoice will detail the charges incurred.
- (b) Payment of all invoices for Charges must be made within 30 days of the date of the invoice either by:
 - (i) direct deposit into Our bank account;
 - (ii) cheque made payable to Us;
 - (iii) approved credit card (including a reasonable allowance for fees and bank

charges incurred by Us as a result), or

- (iv) any other method approved by Us.
- (c) We shall be entitled at any time at Our cost to have an independent audit undertaken to determine that the basis of the Aviation Charges (whether by MTOW or by Passenger) is accurate.

5.4 Interest and costs

- (d) We may charge interest at the Interest Rate on any Charges which have not been paid by the due date for payment calculated daily from the due date to the date it is paid in full. Each month We may add the interest to the unpaid amount and charge interest at the Interest Rate on the total outstanding amount.
- (e) You must pay to Us upon demand Our reasonable costs (including legal fees) of recovering any unpaid Charges.

5.5 Disputed Charges

- (f) You must notify Us in writing within 14 days of the date of Our invoice if You dispute any Charges shown in the invoice and provide Us with all information and copies of all documents We may reasonably require for the purpose of resolving the dispute.
- (g) We will negotiate with You in good faith with a view to resolving the dispute as soon as practicable. Every effort will be made to settle disputes and if necessary adjust accounts prior to the next invoice.

5.6 Variation of Aviation Charges

We may increase or vary any of the Aviation Charges at any time and from time to time, but prior to do so We will:

- (a) use reasonable endeavours to consult with the relevant Major Users before we decide to increase or vary the Aviation Charges; and
- (b) notify You at least 60 days before any increase or variation becomes effective by email or publication on Our website www.broomeair.com.au.

5.7 Changes to Government Mandated Charges

We will notify You of any changes to the Government Mandated Charges in the same manner as specified in Condition 5.6(b).

5.8 Other charges excluded

You acknowledge that the Charges exclude any navigation charges, rescue and firefighting charges, en route charges and meteorological service charges which may be separately levied and payable by You to Aircservices Australia, CASA, the Bureau of Meteorology or any other governmental agency, authority, body or department.

6. DEFAULT

6.1 Default

You are in default of these Conditions if:

- (a) You commit a breach of any of Your obligations under these Conditions which is capable of being remedied, and the breach is not remedied within 7 days of written notice from Us specifying the breach and requiring You to remedy it;
- (b) You commit a breach of any of Your obligations under these Conditions which is not capable of

remedy; or

- (c) an Insolvency Event occurs in relation to you.

6.2 Our rights on default

Where You are in default of these Conditions and while the default continues, We may, in addition to any other of Our legal rights or remedies under these Conditions, at law or in equity, by notice to You exclude any or all of Your Aircraft from using the Facilities and Services at the Airport or the Airport generally, and such exclusion will not affect any of Our accrued rights or remedies against You.

6.3 General

- (a) You release and indemnify Us from any damage, loss and liability You suffer or incur arising out of anything We do or omit to do in exercising Our right to detain and sell an Aircraft under these Conditions, including not obtaining a market price and Our application of the sale proceeds.
- (b) You must pay to Us upon demand all costs and expenses We incur if We detain Your Aircraft or take any other action as a result of the non-payment of Charges including exercising any rights under Our security interest and in relation to the sale of any Aircraft.
- (c) You must make any set-off against or deduction from the Charges payable to Us for any reason whatsoever.
- (d) These Conditions do not limit any other action lawfully available to Us to recover anything You owe Us.
- (e) Our rights under these Conditions are not lost, or deemed to be waived, where any of Your Aircraft are removed from the Airport.

7. SECURITY INTEREST

7.1 PPSA definitions

Words used in this Condition 6.2 that are defined in the PPSA shall have the meaning and definitions set out in the PPSA.

7.2 Grant of security interest

To secure the due and punctual payment of the Charges and performance of Your other obligations under these Conditions, You grant Us a security interest in all of Your present and after-acquired property (**Secured Property**) which includes:

- (a) property in which You have, or may in the future have, rights or the power to transfer rights;
- (b) proceeds (as that term is defined in the PPSA); and
- (c) PPSA retention of title property (as that term is defined in the *Corporations Act 2001* (Cth)).

7.3 Registration

You agree that We may, at our discretion, do any one or more of the following:

- (a) register, or give any notification in connection with, any relevant security interest;
- (b) exercise rights in connection with the security interest; and
- (c) give notice to You requiring You to provide all

requisite information, and do anything at Your expense (including executing any new document or agreement, obtaining consents and supplying information) that We require to:

- (i) ensure that any security interest is enforceable, perfected and otherwise effective;
- (ii) to register, or give any notification in connection with, any security interest in order to confer the priority We require;
- (iii) to exercise rights in connection with the security interest; or
- (iv) to ensure that Our rights and obligations are not adversely affected, or that Our position is improved.

You must comply with any notice received pursuant to Condition 7.3(c) within the time stipulated in the notice.

7.4 Power of attorney

You irrevocably appoint Us Your attorney to do anything which You can lawfully authorise an attorney to do in connection with this security or the Secured Property or which the attorney believes is expedient to give effect to any of Our rights. The attorney may delegate their powers and revoke a delegation, and exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.

7.4 Default

If You are in default of these Conditions then in addition to any other rights provided by law at any time thereafter:

- (a) the security interest arising under this security becomes immediately enforceable;
- (b) upon demand, You must immediately pay to Us, or as We may direct, all Charges and other moneys You owe to Us; and
- (c) We may in Your name or otherwise do anything that You could do in relation to the Secured Property.

7.5 Receiver

In addition to Our powers under Condition 7.5, if You are in default of any of Your obligations under these Conditions We may appoint a receiver or receiver and manager (**Receiver**) to all or any part of the Secured Property and the following terms will apply:

- (a) We may set a Receiver's remuneration at any figure We determine as appropriate (acting reasonably), remove a Receiver and appoint a new or additional Receiver.
- (b) the Receiver is Your agent unless We notify You that the Receiver is to act as Our agent and You are solely responsible for anything done, or not done, by a Receiver and for the Receiver's remuneration and costs.
- (c) the Receiver may do one or more of the following:
- (i) improve the Secured Property;
- (ii) sell, transfer or otherwise dispose of the Secured Property or any interest in it;
- (iii) lease or license the Secured Property or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation);
- (iv) take or give up possession of the Secured

- Property as often as it chooses;
- (v) sever, remove and sell fixtures attached to the Secured Property;
 - (vi) anything else the law allows an owner or a Receiver of the Secured Property to do.
- (d) if either Us or a Receiver determine that urgent action is necessary to protect the Secured Property then neither Us nor the Receiver need give You any notice or demand or allow time to elapse before exercising a right under the security or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.

7.6 Notice

If the law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under the security or conferred by law may be exercised, then:

- (a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of time must occur or be permitted by Us; or
- (b) when the law provides that a period of notice or lapse of time may be stipulated or fixed by the security, then 7 days is stipulated and fixed as that period of notice or lapse of time.

7.7 Waiver of rights

You irrevocably and unconditionally waive Your right to receive from Us any notice under the PPSA (including notice of a verification statement) unless required by the PPSA and the notice cannot be excluded.

7.8 Notify changes

You must notify Us immediately of any change in Your name, address, and any other information provided to Us to enable Us to register a financing change statement under the PPSA if required.

8 AIRPORT SECURITY

8.1 Security

We are responsible for Airport security arrangements and emergency response activities and You must comply with Our security requirements including the Airport Transport Security Program and our Passenger screening and checked baggage screening at the Airport Terminal.

8.2 ASIC

- (a) You and Your employees, agents and contractors must hold an ASIC before they will be permitted to access and use of the Airside Secure Area.
- (b) You and Your employees, agents and contractors must not access or use the Security Restricted Area unless required for valid operational reasons or otherwise required for the purposes of Your business.
- (c) The holder of an ASIC must display a valid ASIC on his or her person at all times he or she is in the Airside Secure Area in the manner we require and it must be produced for inspection by Us or any other lawful authority at any time.

8.3 Exclusion of personnel

- (a) We may exclude and restrain from being on the Airport or any part thereof any of Your employees, agents or contractors working at the Airport who in our discretion are not conducting themselves in a reasonable and bona fide manner
- (b) We will give You written notice of Our requirement under Condition 4.5(a) and following the receipt of that notice You have 48 hours in which to investigate the matter, and discuss it with Us. This time period may be extended by Us at Our discretion.
- (c) This Condition does not entitle Us to require You to terminate the employment or contract with any person, but We may restrict that person's access to the Airport.

9 INSURANCE AND INDEMNITY

9.1 Insurance

- (a) You must take out and maintain at all times when you use the Airport:
 - (i) public liability insurance for at least \$20,000,000 (or such higher amount as We notify from time to time); and
 - (ii) any other insurances which are required by law in connection with Your use of the Airport or that a prudent Aircraft Owner or Aircraft Operator would ordinarily take out.
- (b) You must pay punctually all premiums for the insurance effected pursuant to these Conditions and whenever requested by Us produce evidence of the currency of the insurance policies.
- (c) You must notify Us if any claim is made under the insurance policies and apply the insurance moneys to the purpose for which the claim was made.
- (d) You must not do anything or omit to do anything whereby any insurance effected pursuant to these Conditions may become vitiated or non-effective.

9.2 Indemnity

You must indemnify and keep indemnified Us from and against all claims, actions, liabilities, damages, losses, costs and expenses incurred in connection with:

- (a) any breach by You of these Conditions;
- (b) any consequential loss and economic loss or damage as a result of or arising from or in connection with Your Use of the Airport;
- (c) loss of or damage to any property and injury, disease or death to any person, caused by or to the extent contributed to by:
 - (i) Your act, negligence or default;
 - (ii) any danger created by You;
 - (iii) the operation of any aircraft, equipment, or machinery by You or any person on Your behalf; or
 - (iv) any other act or thing by You or on Your behalf which arises from or in relation to Your use of the Airport,

extent it is caused or contributed to by Our negligence or default or the negligence or default of Our employees or agents.

9.3 Your risk

You use the Airport at Your own risk.

10 CONFIDENTIALITY

- (a) A Party shall keep confidential the other Party's Confidential Information except for disclosure permitted by these Conditions.
- (b) A 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 and obligations under these Conditions.
- (c) Nothing in these Conditions prohibits the use or disclosure of any Confidential Information to the extent that:
 - (i) the use or disclosure is required for the purposes of the recipient lawfully exercising its rights or performing its duties under these Conditions;
 - (ii) 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;
 - (iii) it is required by law or the rules of a stock exchange;
 - (iv) other Party consents in writing to the disclosure; or
 - (v) the Confidential Information is publicly available other than as a result of a breach of confidence by any person.
- (d) A Party must ensure its employees, officers, contractors, agents and all other persons under its control or direction comply with the obligations imposed on it under this Condition 10.
- (e) You agree that We are entitled to disclose the following information:
 - (i) Your annual total Passenger numbers; and
 - (ii) Your monthly total Passenger numbers;to any person or government agency, authority, body or department for the purpose of a tender, a renegotiation of contract, or for any other purpose deemed appropriate by Us.

11 PRIVACY AND DATA PROTECTION

11.1 Application

This Condition applies to the Personal Information collected, used and disclosed by Us during the term of these Conditions.

11.2 Our obligations

- (a) We will comply with the Privacy Act in respect of all Personal Information collected under these Conditions.
- (b) We will provide access to an individual's Personal Information held by Us, to the individual to whom the Personal Information relates, upon reasonable notice to Us and upon payment of Our reasonable expenses relating to providing that access, provided that no application fee for requesting access will be charged.

11.3 Our rights

You acknowledge and agree that We:

- (a) may collect from You and use the Personal Information which is relevant to Our administration and operation of, and planning for, the Airport and any related purpose;
- (b) may be required to collect some Personal Information under these Conditions so that we can comply with Our obligations under applicable legislation; and
- (c) may disclose the Personal Information collected under these Conditions for any reason permitted by the Privacy Act including to a third party for their use if We sell, transfer or assign the whole or part of Our business and/or Airport assets and facilities to that third party.

11.4 Consent and acknowledgement

You acknowledge and agree that if You provide the Personal Information of someone other than Yourself to Us as required by these Conditions You must:

- (a) comply with the Privacy Act in respect of the collection, use and disclosure of that information; and
- (b) take all reasonable steps to ensure that the individual concerned is aware that the disclosure will be made to Us and of Our obligations and rights under Conditions 11.2 and 11.3.

12 DISPUTE RESOLUTION

12.1 Procedure

If a dispute arises between the Parties in connection with or relating to the Airport or the Use of the Airport or these Conditions (**Dispute**), then the Parties must follow the procedure set out in this Condition 12 to resolve the Dispute. In particular before commencing court proceedings the Parties must first comply with Conditions 12.2 to 12.6.

12.2 Notice of a Dispute

The Party that considers a Dispute has arisen must give the other Party notice of the Dispute (**Dispute Notice**) which must include reasonable details of the Dispute. The Parties must then attempt to resolve the Dispute as soon as practicable.

12.3 Authorised Officers to meet

If the issue remains unresolved for 14 days after a Party receives the Dispute Notice, then an Authorised officer from each Party must meet at the Airport (or at another mutually agreed location) or communicate by telephone to discuss and attempt to resolve the Dispute in good faith. The meeting / discussion must take place between the Authorised Officers within 14 days following the Dispute being referred to them.

12.4 Mediation

- (a) If the Dispute remains unresolved for 14 days after the Parties' Authorised Officers have met or discussed (or should have met or discussed) in accordance with Condition 12.3, then the dispute must be referred to mediation using the procedures and under the mediation rules the parties mutually agree.
- (b) The parties will appoint an independent person

mutually agreed between themselves and available to be appointed to be the mediator of the dispute.

- (c) If the parties do not agree on the appointment of a mediator within 14 days after the Dispute is referred to mediation, the parties must request the President of the Law Society of Western Australia Inc. to appoint an independent legal practitioner as mediator and the mediator will determine the mediation rules to apply.
- (d) The mediator will act as a mediator (and not as an arbitrator) to assist in the resolution of the Dispute but a mediator may not make a decision binding on the parties unless the parties have so agreed in writing.
- (e) The mediation will be held in Perth, Western Australia. The hearing of the mediation must take place not more than 30 days from the date the mediator is appointed.
- (f) If a mediated settlement of the Dispute is not reached then either party may take such other steps including the institution of legal proceedings as they see fit.
- (g) For the avoidance of doubt, the fact that a Dispute is referred to mediation will not release the parties from any of their obligations under these Conditions and no party may institute legal proceedings in relation to a Dispute, except to seek urgent injunctive relief, until the mediation process has been completed.

12.5 Legal proceedings

Nothing in this Condition 12 prevents either Party from commencing legal proceedings for urgent interlocutory or temporary relief.

13 GOODS AND SERVICES TAX (GST)

- (a) Unless otherwise stated, all amounts payable by one Party to the other Party under these Conditions are exclusive of GST.
- (b) A recipient of a taxable supply made under these Conditions must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient. The GST amount must be paid at the same time as the other consideration for the supply is to be paid or provided.
- (c) A Party's obligation to reimburse the other Party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that the Party being reimbursed is entitled to claim an input tax credit for that GST.
- (d) Each Party must issue an adjustment note to the other Party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under these Conditions.
- (e) Any expression used that is also used in the GST Act shall have for the purposes of these Conditions the meaning used in or attributed to that expression by the GST Act.

14 FORCE MAJEURE

- (a) Non-performance by a Party of any of their respective obligations in accordance with these Conditions (other than non-payment of money) will be excused during the time and to the extent that performance is prevented wholly or in part, by Force Majeure.
- (b) The Party claiming the benefit of Force Majeure must give prompt written notice to the other Party detailing the cause and extent of its inability to perform any of its obligations under these Conditions and the likely duration of such non-performance, and take all reasonable steps to remedy or abate the Force Majeure.
- (c) Performance of any obligation affected by Force Majeure must be resumed as soon as reasonably possible after the abatement of the Force Majeure.
- (d) The non-performance of obligations under this Condition 9 will not prejudice the rights of either Party against the other in respect of any matter occurring prior to the occurrence of the Force Majeure.

15 SERVICE OF NOTICES

We may give notice of any act, matter or thing concerning these Conditions to users of the Airport by publication on our website www.broomeair.com.au.

Any other notice or communication to a particular Party concerning these Conditions:

- (a) must be in writing and be signed by the Party giving the notice, its Authorised Officer, or its solicitors, provided that an email does not have to be signed;
- (b) must be given or served on the Party to whom it is addressed in one of the following ways:
 - (i) in a manner authorised by law or by personal delivery;
 - (ii) by sending by prepaid mail to the address of that Party;
 - (iii) by sending by fax to the fax number of that Party;
 - (iv) by sending by email to the email address of that Party;
- (c) takes effect from the time it is received and is taken to be received:
 - (i) if served or given by personal delivery, at the time it is delivered;
 - (ii) if left at the address of the Party to whom it is addressed, at the time it is left;
 - (iii) if sent by fax to the fax number of that Party, at the time shown in the transmission report as the time that the whole fax was sent;
 - (iv) if sent by email to the email address of that Party, when the email is sent (unless the sender receives an automated message that the email has not been delivered),

provided that if a notice or other communication is received after 5.00 pm in the place of receipt or on a non-business day, it is taken to be received at 9.00 am on the next business day.

16 GENERAL

16.1 Entire agreement

Unless We have agreed to different conditions with You in writing, these Conditions contains the entire agreement between You and Us as to its subject matter and supersedes all prior agreements understandings and negotiations as to such subject matter.

16.2 Invalidity

If any provision of these Conditions becomes invalid, the provision is enforceable to the extent that it is not invalid, whether it is in severable terms or not, provided that this Condition does not apply where enforcement of a provision of these Conditions in accordance with this Condition would materially affect the nature or effect of the Parties' obligations under these Conditions.

16.3 Waiver

No Party may rely on the words or conduct (including a failure or delay in the exercise of a right, power or remedy arising under or in connection with these Conditions) of the other Party as a waiver of any right, power or remedy under or in connection with these Conditions unless the waiver is in writing and signed by the Party granting the waiver, and any single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

16.4 Remedies cumulative

Except as provided in these Conditions and permitted by law, Our rights, powers and remedies provided in these Conditions are cumulative with and not exclusive to the rights, powers or remedies provided by law independently of these Conditions.

16.5 Statutes not to abrogate agreement

Unless application is mandatory by law, no statute, ordinance, proclamation, rule, order, regulation, moratorium or decree of any governmental or other authority, present or future, will apply to these Conditions so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any of Our rights, powers, remedies or discretions given or accruing to Us under these Conditions.

16.6 Statement by Us

A statement in writing signed by any officer or authorised employee of Us stating the amount due or owing by You to Us or any other act, matter or thing arising under these Conditions as at any date or dates set out in that statement will be sufficient facie evidence of the facts so stated in the absence of manifest error.

16.7 Governing law

These Conditions are governed by and construed in accordance with the law in force in Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and any court hearing appeals from those courts in all matters arising out of these Conditions.

16.8 Interpretation

In these Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa.
- (b) a gender includes all other genders.

- (c) words denoting an individual include a firm, body corporate, unincorporated association and any government or governmental, administrative, monetary, fiscal or judicial agency, authority, body, commission, department, tribunal or entity of any kind and vice versa.
- (d) references to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (e) headings and bold type are for convenience only and do not affect the interpretation of these Conditions.
- (f) a reference to a clause, condition, paragraph or schedule is a reference to the same in these Conditions.
- (g) a reference to a party to a document includes a party's personal representatives, successors in title and permitted assigns.
- (h) a reference to an agreement other than these Conditions includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (i) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally, and a promise, agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (j) a reference to a document includes that document as amended or replaced.
- (k) a reference to a whole thing includes a reference to part of that thing.
- (l) a reference to a professional body includes the successors to or substitutes for that body.
- (m) if You are a trustee of a trust you are bound in Your own personal capacity and as trustee of the trust.
- (n) a provision of these Conditions may not be construed adversely to Us because We were responsible for the preparation of these Conditions or the preparation of that provision.
- (o) other parts of speech and grammatical forms of a word or phrase defined in these Conditions have a corresponding meaning.
- (p) "include", "including", "for example", "such as" and other similar words or expressions in this deed do not limit what else is included and are to be construed as if they are followed by the words "without limitation".
- (q) "month" means calendar month.
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (s) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00pm on that day, it is taken to be done on the next day.
- (t) a reference to "\$", "A\$", "AUD" or dollars is a reference to the lawful currency of the Commonwealth of Australia.

SCHEDULE 1 - DEFINITIONS

In these Conditions:

Aerodrome Emergency Procedures means the document detailing those procedures in place from time to time for Airport staff and emergency agencies to follow in the event of an emergency arising, copies of which document are available to users of the Airport from Us on request and form part of the Airport Aerodrome Manual.

Air Operator's Certificate means the certificate of that name issued under Division 2 of Part 111 of the *Civil Aviation Act* 1988.

Air Traffic Control means any service provided by air traffic control which includes a traffic advisory service, traffic avoidance service, and traffic information.

Aircraft means any aircraft including helicopters using the Facilities and Services.

Aircraft Owner means the Person named as the registration holder on the Aircraft Certificate of Registration.

Aircraft Operator means the Person named as the registered operator of the Aircraft on the Aircraft Certificate of Registration.

Aircraft Parking Charges or **APC** means parking charges not already covered by the General Landing Charges.

Airport means Broome International Airport situated at MacPherson Street, Broome, Western Australia and includes all hangars, buildings, roads and other improvements and facilities on the Airport.

Airport Environmental Strategy means those strategies implemented by Us from time to time in relation to the protection and preservation of the environment.

Airport Aerodrome Manual means the manual which is located at Our Offices on the Airport.

Airport Transport Security Program means that program which has been put in place from time to time at the Airport.

Airport Terminal means those buildings at the Airport known as the airport terminal buildings.

Airside Secure Area means all areas which are airside of the security fences on the Airport, including the Security Restricted Area.

ASIC means Aviation Security Identification Card.

Authorised Officer means an individual with the appropriate authorisation from a party to bind that party to agreed obligations.

Aviation Charges means as at the date of these Conditions the charges specified in Schedule 2 which are payable by You in consideration for Your use of the Facilities and Services.

Aviation Services means those Aircraft movement facilities and activities, and passenger processing facilities and activities set out in Schedule 3 excluding:

- (a) services provided by Us to commercial ground transport operators, fuel companies and fuel suppliers; and
- (b) those services set out in Condition 2.7.

BHS means the physical baggage handling system

which transports baggage from some Counters along conveyor belts but does not include the transport of baggage from the conveyor belts to Aircraft.

BIA means Broome International Airport Pty Ltd ABN 99 074 187 732.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

CASA means the Civil Aviation Safety Authority.

Certificate of Registration means:

- (a) for an Aircraft on the Australian Register of Aircraft, the certificate of registration issued by CASA under the Civil Aviation Regulations; and
- (b) for foreign Aircraft, the registration of the aircraft on a national register of Aircraft other than the Australian Register of Aircraft.

Charges means amounts payable by You pursuant to these Conditions including Aviation Charges and Government Mandated Charges.

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

Common User Conditions means the conditions in Schedule 4.

Common User Facilities include the BHS, the Counters, the Departure/Arrival Equipment, FIDS, Our Equipment, and the PA System, which form part of the Facilities and Services.

Conditions means these conditions of use of aeronautical assets at the Airport.

Confidential Information means all information relating to or developed in connection with or in support of a party's business disclosed or otherwise provided by a party to another party or otherwise obtained by a party which:

- (a) is not trivial in character; or
- (b) is not generally available to the public; or
- (c) if generally available to the public, became available to the public as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence on the part of a party.

Contaminated means in relation to any land or water having a substance present in, on or under that land or water at above background concentrations that presents, or has the potential to present, a risk of harm to human health or the environment and **Contamination** has a corresponding meaning.

Counter means those counters in the Airport Terminal used for, amongst other things, check in, service and sales.

Counter Equipment means the equipment at each Counter.

CPI means the Consumer Price Index (all groups) for Perth published from time to time by the Australian Bureau of Statistics.

CTAF (Common Traffic Advisory Frequency) means an air traffic frequency at which a mandatory Aircraft radio call is required to be made to pilots of other adjacent aircraft in uncontrolled airspace advising of the pilot's intentions.

Day means a period of 24 hours commencing at midnight.

Departure/Arrival Equipment means the Airport Terminal equipment and departure gate Counters.

Disembarking Passengers means all passengers on board an arriving Aircraft including Transit Passengers, Infants, Domestic- On-Carriage and Positioning Crew, but excludes Operating Crew.

Domestic means any Aircraft or passenger from origin or destination within Australia.

Domestic-On-Carriage means a passenger on an International flight who travels from one Australian port to another.

Embarking Passengers means all passengers on board a departing Aircraft including Transit Passengers, Infants, Domestic- On-Carriage and Positioning Crew, but excludes Operating Crew.

Environmental Law means any law or regulation, scheme or arrangement for the protection or improvement of the environment including the *Environmental Protection Act 1986* (WA), the *Contaminated Sites Act 2003* (WA) and any other law or regulation, scheme or arrangement for the prevention, reduction, limitation, cessation, offsetting or management of greenhouse gas emissions or concentrations, Contamination, pollution, the production of clean energy and any emissions trading scheme.

ERSA means the En Route Supplement Australia.

Facilities and Services means all or any part of the Airport made available and services provided by Us for:

- (a) Aircraft landing, take-off, taxiing, movement and parking (including the runways, taxi-ways and aprons);
- (b) Passenger processing facilities and services (including the Aviation Services and the Common User Facilities); and
- (c) for discharging or taking on Passengers or cargo (including the Government Mandated Services).

FIDS means Flight Information Display Systems.

Force Majeure means any act beyond the reasonable control of a Party including fire, storm, flood, earthquake, explosion, breakdown, strike, labour dispute, accident, lack of transportation, epidemic, pandemic, drought or lack of raw materials, power or supplies, war, revolution, civil commotion, acts of God, blockade or embargo or any law, order, proclamation, decree or requirement of any government or any government, municipal or statutory agency, authority, body, commission, department or tribunal.

General Aviation Operations means any Aircraft operations, other than Domestic or International RPT Operations.

General Landing Charges or **GLC** means Charges for General Aviation Operations calculated by a dollar amount multiplied by MTOW.

Government Mandated Charges means those charges levied by Us and payable by You in accordance with these Conditions for the provision of Government Mandated Services.

Government Mandated Services means those services which We provide to You which are mandated by legislation or regulation or any order or direction of any governmental agency, authority, body or

department.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

GST means any tax imposed on a Supply by or through the GST Act.

Infant means a child under 2 years of age who has not paid to occupy a seat on an Aircraft.

Insolvency Event means:

- (a) in respect of a corporate, being in liquidation, provisional liquidation or under administration, having a controller (as defined in section 9 of the Corporations Act) appointed to it or any of its property, becoming an insolvent under administration (as defined in section 9 of the Corporations Act), as a result of the operation of section 459F(1) of the Corporations Act being taken to have failed to comply with a statutory demand or being unable to pay its debts as and when they fall due and payable;
- (b) in the case of a natural person, dying, being unable to pay his or her debts as and when they fall due and payable, having a trustee in bankruptcy appointed, ceasing to be of full legal capacity or otherwise becoming incapable of managing his or her own affairs for any reason;
- (c) in relation to any person, entering into any compromise, arrangement or assignment, whether formal or informal, with any of its creditors; or
- (d) anything analogous or having a substantially similar effect to any of the events specified above occurs.

Interest Rate means a rate of interest of 1.5% per month.

International means any Aircraft or passenger that arrives at the Airport from an origin outside Australia, or that is departing to a destination outside Australia, and also such passengers or Aircraft in transit through the Airport en-route to or from an International port.

Major User means the airlines or Aircraft Operators that are the major users of the Airport including those conducting RPT Operations, coastal surveillance and heavy helicopter operations.

Military Landing Charges or **MLC** means Charges applied to military operations of a commercial nature.

MOWP means a Method of Working Plan.

MTOW means the maximum take-off weight for an Aircraft as specified by the manufacturer.

NOTAM means a Notice to Airmen.

Operating Crew means Your employees and contractors operating as flight or cabin crew on arriving or departing Aircraft.

Our Equipment means any equipment supplied by Us under these Conditions.

PA system means Our public address system throughout the Airport Terminal buildings.

Party means You or Us and **Parties** means both You and Us.

Passengers means all persons on board an Aircraft including persons travelling on points redemption bookings through frequent flyer programs, Transit Passengers, and airline staff travelling on concessional

fares, but excludes Operating Crew.

Passenger Facilitation Charge or **PFC** means the charge for the use of the Airport Terminal and its facilities and services incurred in processing Domestic, International, military and other Passengers.

PCP means Pearl Coast Properties Pty Ltd ABN 34 009 197 031.

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

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

PPSA means the *Personal Property Securities Act 2009* (Cth).

Registered in relation to an Aircraft means that the Aircraft has a Certificate of Registration.

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

Security Screening Charge or **SSC** means the charge relating to security screening of Embarking Passengers and baggage.

Security Restricted Area means the regular passenger transport apron area on the southern part of the Airport surrounding to the Airport Terminal.

Supply has the meaning given to it in the GST Act.

Tax invoice has the meaning given to it in the GST Act.

Transit Passenger is a Passenger who arrives and then departs from the Airport on a flight with the same flight number and on the same Aircraft.

Use means use of any of the Facilities and Services.

We, Us or **Our** means BIA and, where applicable, PCP and each of them.

You or **Your** means the person using any of the Facilities and Services and, where the context permits, the Aircraft Owner and the Aircraft Operator.

SCHEDULE 2 - CHARGES

AVIATION CHARGES

The following Aviation Charges as varied from time to time apply for the use of the Facilities and Services.

1. PASSENGER FACILITATION CHARGE (PFC)

The PFC applies to all Embarking Passengers and Disembarking Passengers (excluding Transit Passengers) on scheduled RPT Operations and other Aircraft using the Airport Terminal, unless other arrangements are agreed in writing, as follows:

- (a) from 1 July 2021 to 30 June 2022 - \$33.48 per head (per arriving and departing Passenger movement) plus GST.
- (b) from 1 July 2022 to 30 June 2023 - \$34.41 per head (per arriving and departing Passenger movement) plus GST.
- (c) from 1 July 2023 to 30 June 2024 - \$35.17 per head (per arriving and departing Passenger movement) plus GST.
- (d) from 1 July 2024 to 30 June 2025 - \$36.05 per head (per arriving and departing Passenger movement) plus GST.
- (e) from 1 July 2025 to 30 June 2026 - \$36.95 per head (per arriving and departing Passenger movement) plus GST.

2. SECURITY SCREENING CHARGE (SSC)

The SSC applies to all Embarking Passengers (excluding Transit Passengers) on Aircraft using the Security Restricted Area, unless other arrangements are agreed in writing, as follows:

- (a) from 1 July 2021 to 30 June 2022 - \$13.92 plus GST per departing Passenger.
- (b) on each 1 July after 30 June 2022, the SSC will be increased by the inflationary trends disclosed by any variation by way of increase in proportion that the CPI as determined immediately prior to the relevant date bears to the CPI as determined 12 months before (in each case using the March quarter CPI).

3. GENERAL LANDING CHARGE (GLC)

The GLC applies to all civil Aircraft operations at the Airport, unless other arrangements are agreed in writing, as follows:

- (a)
- (b) for flights by RPT operators which do not carry passengers who land at the Airport, from 1 July 2021 to 30 June 2022 - \$25.26 per tonne MTOW plus GST.
- (c) for non RPT Operations for Aircraft under 5.7 tons MTOW, from 1 July 2021 to 30 June 2022 - \$26.71 per tonne MTOW plus GST.
- (d) for non RPT Operations for Aircraft equal to or more than 5.7 tonnes MTOW, from 1 July 2021 to 30 June 2022 - \$31.51 per tonne MTOW plus GST.
- (e) for operators who lease or licence a hangar or landing bay at the Airport only, a 25% discount is available for Aircraft not exceeding 2,800kg MTOW who pay within 30 days of the date of Our invoice.

4. MILITARY LANDING CHARGES (MLC)

As negotiated by the Australian Airports Association from time to time.

5. AIRSIDE ESCORT CHARGES (AEC) Airside escort (including attendance on or to an Aircraft and contractor supervision):

- (f) \$150.00 per hour plus GST.

6. AIRSIDE ENVIRONMENTAL CHARGES (AECS)

Where Aircraft Operators are directly responsible and do not complete their own clean-up of fuel and oil spills on the Airport to Our satisfaction, We will clean up any fuel or oil spills at the following rates:

- (g) \$80.00 per hour plus GST (minimum 3 hours if called out).

7. AIRCRAFT PARKING CHARGES

- (h) Codes A & B Aircraft Parking Fee - \$43.00 per day (excluding GST).
- (i) Code C Aircraft Parking Fee - \$295.00 per day (excluding GST).

GOVERNMENT MANDATED CHARGES

There are currently no Government Mandated Charges applicable.

SCHEDULE 3 - AVIATION SERVICES

1. The following Aircraft movement facilities and activities:
 - (a) airside grounds, runways, taxiways and aprons;
 - (b) airfield lighting, airside roads and airside lighting;
 - (c) airside safety;
 - (d) Aircraft parking;
 - (e) visual navigation aids; and
 - (f) Aircraft re-fueling services.
2. The following Passenger processing facilities and activities:
 - (a) forward airline support area services;
 - (b) buses;
 - (c) departure lounges and holding lounges (but excluding commercially important persons lounges);
 - (d) immigration and customs service areas;
 - (e) security systems and services (including closed circuit surveillance systems);
 - (f) baggage make-up, handling and reclaim;
 - (g) public areas in terminals and public amenities; and
 - (h) flight information display systems (FIDS).

SCHEDULE 4 - COMMON USER CONDITIONS

This Schedule 4 applies to the use of the Common User Facilities at the Airport Terminals.

1. Ownership of Counter Equipment

Owner of Counter Equipment

- (a) The Counter Equipment, other than Our Equipment and equipment belonging to third parties, which remain the property of the owner of that equipment or the person entitled to ownership of that equipment.

Other equipment We own

- (b) The Counters and other equipment provided by us remain Our property.

No parting with possession of equipment We own

- (c) You must not part with possession or control of Our Equipment unless We instruct You to do so in writing.

2. Baggage handling system (BHS) conditions

We will provide the BHS for domestic and international operations, regional operations, charter operations and General Aviation

Operations, and will allocate the same in accordance with licensing arrangements as appropriate.

3. Allocation of Departure/Arrival Equipment

We will allocate the use of the Departure/Arrival Equipment to You in accordance with Our allocation rules and these Conditions. The allocation of the specific locations will be in Our absolute discretion to achieve efficient operation of the Airport.

4. FIDS and PA System Conditions

We will provide the FIDS core system that provides the information display systems including the central database, the distribution system and the display devices in public areas.

5. Airport Management and Rules

- (a) You accept that We are responsible for managing and operating the Airport.

No interference from You

- (b) You must ensure that You and Your employees, agents and contractors do not do anything that prevents Us from observing and performing Our duties and obligations managing and operating the Airport.

Our rules

- (c) You agree that We can make rules for the day to day operation of the Airport that will bind You and Your employees, agents and contractors, all of whom must comply with those rules at all times.

6. No unaccompanied baggage

You must not use any Counter or the BHS to accept from any person baggage or cargo for transportation and distribution baggage which is being sent as unaccompanied baggage or cargo.