Aviation Services Agreement

Version 1.1 (commencing 1 July 2026)

Aviation Services Agreement
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Aviation Services Agreement

Details

Parties	BAC and Operator	
BAC	Name	**Brisbane Airport Corporation Pty Limited**
	ABN	54 076 870 650
	Address	11 The Circuit, Brisbane Airport, Queensland 4008
	Telephone	07 3406 3000
	Attention	Ryan Both, Executive General Manager Aviation
	Email	ryan.both@bne.com.au
Start Date	1 July 2026	

Introduction

A. BAC operates the Airport and provides a range of services and facilities to regular public transport (**RPT**), freight, charter and general aviation users.

B. Unless BAC has agreed some other terms with the Operator, this ASA sets out the conditions for the Operator's use of those services and facilities at the Airport which are described as "Aviation Services".

C. Services or facilities other than Aviation Services which BAC provides to the Operator (such as hangars or offices) will be governed by separate agreements with the Operator.

D. This ASA is in 2 parts:

(1) Part A – General terms;

(2) Part B – additional terms which are specific to the Terminals.

Aviation Services Agreement

Part A – General Terms

1. Definitions and interpretation

1.1 Definitions

In this ASA, unless the contrary intention appears:

(1) **Aerodrome Emergency Plan** (or **AEP**) means BAC's plan, as amended from time to time, for dealing with an emergency at the Airport.

(2) **Aerodrome Manual** means BAC's manual (as amended from time to time) for the operation of the Airport, as required under the *Civil Aviation Safety Regulations 1998* (Cth).

(3) **AIP** means the Aeronautical Information Publications, which are the documents published by Airservices Australia. These documents can be accessed on the Airservices Australia website (www.airservicesaustralia.com) and include Notices to Airmen (**NOTAMs**) and the En Route Supplement Australia (**ERSA**).

(4) **Air Operator's Certificate** (or **AOC**) means the certificate of that name issued under the *Civil Aviation Act 1988* (Cth).

(5) **Airservices Australia** means the body established pursuant to the *Air Services Act 1995* (Cth).

(6) **Aircraft** includes fixed wing aircraft, helicopters, balloons powered or un-powered and their parts and accessories, equipment and stores.

(7) **Aircraft Register** means the register of Australian Aircraft established under the *Civil Aviation Regulations 1988* (Cth).

(8) **Airfield Charges** means the charges for providing the Aviation Services in Part 2 of Schedule 1, identified as such in Schedule 2.

(9) **Airport** means the airport known as Brisbane Airport, located on land which is leased to BAC under the Airport Lease, and includes any improvements on the airport land such as plant and equipment, fixtures, fittings, furniture and furnishings which belong to BAC.

(10) **Airport Demand Management Scheme** (or **ADMS**) means the demand management scheme which applies to the use of certain Aviation Services at the Airport.

(11) **Airport Environment Strategy** means the document of that name which:

(a) forms part of the Master Plan;

(b) deals with certain environmental matters at the Airport; and

(c) is available on the Website.

(12) **Airport Lease** means the long-term lease of the Airport between BAC and the Commonwealth of Australia, registered as Lease No. 702599136.

(13) **Airports Act** means the *Airports Act 1996* (Cth).

(14) **Airside** means:

(a) those parts of the Airport used for the surface movement of Aircraft; and

(b) adjacent areas and buildings,

access to which is controlled for aviation safety and security purposes.

(15) **Allocation Rules** means BAC's rules (made in accordance with clause 3.3) about the way BAC will allocate certain facilities used to provide Aviation Services.

(16) **AOL** means the document entitled "Airport Operating Licence" between BAC and each operator providing Ground Handling Services at the Airport, including airlines.

(17) **ASIC** means an Aviation Security Identification Card, issued under the *Aviation Transport Security Act 2004* (Cth).

(18) **Associates** of a party means:

(a) its officers and employees;

(b) its agents, consultants, contractors, suppliers or any other party for whom it is responsible; and

(c) the employees of those described in paragraph (b); and

(d) in the case of the Operator, includes the Operator's passengers.

(19) **Aviation Charges** means the charges for use of the Aviation Services, other than the GMS Services, as set out in Schedule 2. The Aviation Charges includes:

(a) the Terminal Charges; and

(b) the Airfield Charges.

(20) **Aviation Services** means the facilities and services provided by BAC under this ASA, as set out in Part 1 of Schedule 1, except to the extent that those facilities and services are provided to the Operator under a separate arrangement with BAC.

(21) **Bank Guarantee** means an unconditional undertaking to pay a nominated amount, which must be:

(a) given by an "authorised deposit-taking institution" under the *Banking Act 1959* (Cth) (or another reasonable financial institution reasonably acceptable to BAC); and

(b) on terms reasonably acceptable to BAC (including that it not contain an expiry date).

(22) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Brisbane, Australia.

(23) **CASA** means the Civil Aviation Safety Authority, established under the *Civil Aviation Act 1988* (Cth).

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

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

(26) **Confidential Information** means information (in whatever form) which is the property of a party, or concerns or is connected with a party or its business affairs which:

(a) is not trivial in character; or

(b) is not generally available to the public; or

(c) is clearly marked as confidential,

and which is disclosed in writing, orally or by any other means by a party or by any person on that party's behalf, in connection with this Agreement, but does not include information which:

(d) was lawfully known to the recipient through sources other than disclosure in connection with this Agreement; or

(e) is generally publicly available, other than as a result of a breach of this ASA.

(27) **Credit Application** means an application for credit substantially in the form of the document included in Schedule 6.

(28) **Default Rate** means a rate per annum that is 2% higher than the rate charged by the Commonwealth Bank of Australia on overdraft accounts of more than $100,000.

(29) **Domestic** means any Aircraft or passenger arriving from or departing to another

airport within Australia.

(30) **Domestic Terminal** means that part of the Airport primarily dedicated to Aircraft operations within Australia.

(31) **Excluded Loss** means any indirect loss suffered or incurred by a party, including indirect loss of revenue, profit, business opportunity, contract, opportunity to earn profit or revenue, damage to goodwill or reputation, anticipated savings, business interruption or damage to credit rating.

(32) **Excluded Services** includes services and facilities set out in Part 3 of Schedule 1, which are not provided under this ASA.

(33) **Financial Year** means each 12-month period starting on 1 July and ending on 30 June.

(34) **GMS Charges** means the charges for providing the GMS Services, identified as such in Schedule 2.

(35) **GMS Costs** includes those costs which are incurred by BAC in relation to the provision of GMS Services (but net of any external funding of GMS Services provided by a Regulatory Body).

(36) **Government Mandated Security Services** or **GMS Services** means:

(a) security screening of persons and their carry-on baggage;

(b) security screening of checked baggage;

(c) other aviation security-related services which, from time to time, are required by Law or are regulated or directed by any Regulatory Body having jurisdiction over the Airport.

(37) **Ground Handler** means any person, firm or company appointed by an Operator to perform Ground Handling Services for its Aircraft operations.

(38) **Ground Handling Services** means those services required for the facilitation of Aircraft movements by an Aircraft operator, either in the Terminals or on the aprons adjacent to the Terminals, and in relation to which BAC requires the provider of those services to enter into an AOL, including:

(a) passenger check-in;

(b) baggage handling;

(c) Aircraft cleaning and catering;

(d) Aircraft turnaround & maintenance;

(e) Aircraft movement & repositioning;

(f) engineering;

(g) Aircraft refuelling.

(39) **Insolvent**, in relation to the Operator, means:

(a) the Operator assign the Operator's property for the benefit of creditors; or

(b) the Operator become an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth); or

(c) the Operator are otherwise unable to pay the Operator's debts as and when they fall due; or

(d) something having a substantially similar effect to paragraphs (a) to (c) happens.

(40) **International** means any Aircraft or passenger arriving from or departing to an airport outside of Australia.

(41) **International Terminal** means that part of the Airport primarily dedicated to International Aircraft operations.

(42) **Landside** means that part of the Airport which is not Airside.

(43) **Law** means any requirement of any statute, rule, regulation, proclamation, order,

ordinance or by-law, whether Commonwealth, state or local and includes other orders or directions from any government or statutory body relevant to the Airport and/or any access or use of the Airport.

(44) **Major Users** means any airline or Aircraft operator that, at the relevant time, represents at least 10% of the total persons (excluding "Infants", "Operating Crew" and "Positioning Crew" but including "Transfers" and "Transits" as each of those terms is defined in Schedule 2) arriving or departing from the International or Domestic Terminal.

(45) **Master Plan** means the document of that name which:

(a) deals with land use planning matters at the Airport;

(b) is prepared by BAC and approved by the responsible Minister under the Airports Act; and

(c) is available on the Website.

(46) **Minimum Insurance Requirements** means the requirements set out in Schedule 4.

(47) **MTOW** means the maximum take-off weight for an Aircraft as specified by the Aircraft's manufacturer.

(48) **No Claim** means no claim on any basis whatsoever, whether under the law of contract, tort (including negligence), in equity or otherwise at law.

(49) **Noise Management Procedures** means any procedure BAC requires the Operator to comply with in relation to minimising and managing Aircraft noise and other activities carried on at the Airport.

(50) **Operator** means, where the context permits:

(a) the person operating an Aircraft;

(b) the holder of the Air Operator's Certificate for an Aircraft; or

(c) the registered owner of an Aircraft,

and, where the context permits, includes the Operator's Associates.

(51) **Outstanding Charges** an amount owing to BAC under this ASA which has not been paid by the due date.

(52) **Personal Information** means has the meaning given in the Privacy Act.

(53) **Privacy Act** means the *Privacy Act 1988* (Cth).

(54) **Privacy Laws** means the Privacy Act and any other legislation, regulation, or other lawful requirement or direction made under or arising from those things (such as a mandatory code arising under legislation) relating to the handling of Personal Information.

(55) **Reasonable Return on Capital Cost** means the same return on capital cost used by BAC in determining the Aviation Charges.

(56) **Recognised Industry Body** means a body (whether incorporated or not) which has been established to represent certain groups of Aircraft operators using the Airport.

(57) **Regulatory Body** means any government department, local government, statutory corporation or instrumentality, administrative or judicial body, court or tribunal.

(58) **Related Body Corporate**, **Subsidiary** and **Holding Company** each has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

(59) **Safety Management System** (or **SMS**) means BAC's system (as required by CASA) for managing safety, including the necessary organisational structures, accountabilities, policies and procedures established at the Airport.

(60) **Terminal Charges** means the charges for providing the Aviation Services in Part 1 of Schedule 1, identified as such in Schedule 2.

(61) **Terminals** means the passenger terminal buildings at the Airport.

(62) **Transport Security Program** (or **TSP**) means BAC's program, as required by Law and amended from time to time, for the management of aviation security and which describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport. This document is a security-controlled document with authorised and limited distribution.

(63) **VIC** means a Visitor Identification Card issued in accordance with the *Aviation Transport Security Regulations 2005* (Cth).

(64) **Website** means www.bne.com.au.

1.2 **Interpretation**

(1) Reference to:

(a) one gender includes the others;

(b) the singular includes the plural and the plural includes the singular;

(c) a person includes a body corporate;

(d) a party includes the party's executors, administrators, successors and permitted assigns;

(e) a thing includes the whole and each part of it separately;

(f) a statute, regulation, code or other Law or a provision of any of them includes:

(i) any amendment or replacement of it; and

(ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and

(g) dollars means Australian dollars unless otherwise stated.

(2) "Including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings and any table of contents or index are for convenience only and do not form part of this ASA or affect their interpretation.

(5) A provision of this ASA must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this ASA or the inclusion of the provision in this ASA.

(6) If anything in this ASA is unenforceable, illegal or void then it is severed and the rest of this ASA remains in force (amended, but only to the extent necessary, to take account of the severed provisions).

(7) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

(8) All indemnities survive the termination of this ASA.

1.3 **Parties**

(1) If a party consists of more than 1 person, this ASA binds each of them separately and any 2 or more of them jointly.

(2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

(3) A party:

(a) holds the benefit of any release or indemnity provided for in this ASA for themselves and for that party's present and former, directors, officers, employees, contractors and agents; and

(b) that is a trustee is bound both personally and in that party's capacity as a trustee.

2. How this ASA applies

2.1 What this ASA covers

This ASA commences on the Start Date, and covers the provision by BAC of:

(1) Aviation Services; and

(2) GMS Services.

2.2 Matters excluded from this ASA

This ASA does not apply to Excluded Services, which may be provided:

(1) by BAC under a separate agreement; or

(2) by someone other than BAC.

2.3 Application of this ASA

(1) Unless BAC and the Operator have agreed different terms, if the Operator uses any of the Aviation Services on or after the Start Date, it will be subject to this ASA, regardless of whether or not the Operator signs this ASA.

(2) BAC will take reasonable steps to notify the Operator of this ASA before the Start Date, for example by publishing this ASA on the Website. However, if after the Start Date the Operator uses the Airport without being notified of this ASA, the Operator acknowledges that it is responsible for obtaining this ASA from the Website as soon as practicable.

2.4 Varying this ASA

(1) Subject to any applicable Laws, BAC may vary or replace any terms of this ASA at any time, including the Aviation Charges. BAC reviews Aviation Charges at least annually (and usually prior to the commencement of each financial year).

(2) Subject to clause 2.4(3), before varying or replacing any terms of this ASA, BAC will:

(a) use reasonable endeavours to consult with the Operator (either directly or through a Recognised Industry Body) for a period of 60 days, commencing not less than 90 days before BAC proposes to vary or replace any terms of this ASA;

(b) give the Operator at least 30 days' notice before the variation or replacement take effect, which notice may be given by email or by publishing a notice on the Website.

(3) If, because of an aviation safety or aviation security matter, BAC considers it reasonably necessary to urgently vary or replace any terms of this ASA, BAC may do so with immediate effect, by notice to the Operator, which notice may be given by email or by publishing a notice on the Website.

(4) If the Operator continues to use the Airport after BAC has notified the Operator in accordance with this clause 2.4, this will constitute acceptance by the Operator of the changes to this ASA.

3. Using the Aviation Services

3.1 Supply of Aviation Services by BAC

(1) BAC will provide the Aviation Services:

(a) as required by this ASA;

(b) in accordance with all applicable Laws (including any constraints in those Laws, such as aviation safety and security requirements); and

(c) with due care and skill.

(2) The Operator acknowledges and agrees that, to the extent permitted by Law:

(a) the Operator uses the Aviation Services in common with others, and that this ASA does not confer on the Operator any exclusive or priority access to any of the Aviation Services;

(b) where applicable, BAC will allocate the use of the Aviation Services in accordance with the Allocation Rules;

(c) access to and use of the Aviation Services is subject to restrictions and other conditions imposed by Law, including in relation to aviation safety, emergency response, aviation security, the environment and work health & safety;

(d) to the extent permitted by Law, BAC may restrict and/or prohibit any person from using the Airport or place conditions on the way in which that person may use the Airport.

3.2 **Use of Aviation Services**

(1) In using the Aviation Services, the Operator must comply with the following (to the extent they apply to the Operator's use of the Aviation Services):

(a) this ASA;

(b) all applicable Laws, including in relation to aviation safety, emergency response, aviation security, the environment and work health & safety;

(c) reasonable directions (by whatever name) notified by BAC from time to time, to the extent necessary for the day-to-day operation of the Airport, including directions in relation to aviation safety, aviation security, the environment and work health & safety;

(d) the Aerodrome Manual, Safety Management System, Aerodrome Emergency Plan, Master Plan (which includes the Airport Environment Strategy) and any other operational manual or standard operating procedures, as amended from time to time;

(e) the Transport Security Program and any other requirements in relation to aviation security (including the requirements for ASICs and VICs in certain areas of the Airport);

(f) all relevant rules and regulations, orders, instructions, directions and notices issued by CASA and Airservices Australia, including any operational requirements for the Airport as published in the AIP;

(g) any restrictions on flying operations that may be in place from time to time as imposed by any relevant Regulatory Body or by any Noise Management Procedures;

(h) orders and directions on safety or security from a Regulatory Body having jurisdiction over the Airport;

(i) any applicable requirement to obtain and observe the relevant operator licences issued by BAC which include Airside driving licences, ASICs and VICs;

(j) the Airport Lease;

(k) the Terminal Operating Rules (which includes the Allocation Rules).

(2) The Operator must:

(a) ensure that its Associates comply with the requirements of clause 3.1 (to the extent those requirements are relevant to their use of the Airport);

(b) not do anything which puts BAC in breach of any applicable Laws (including all Laws relating to aviation safety and aviation security) or the Airport Lease; and

(c) not do anything which causes (or could cause):

(i) a nuisance or danger to other Airport users or causes; or

(ii) a hazard to aviation safety or a threat to aviation security;

(d) when using Aviation Services in common with other users, cooperate with those other users to the extent practicable; and

(e) reasonably co-operate with BAC in its provision of the Aviation Services.

3.3 **Information to be provided to BAC**

(1) The Operator must provide to BAC the following information:

(a) the information required in Schedule 3;

(b) reasonable evidence that the Operator has an approved transport security program that complies with BAC's security requirements, the requirements of the relevant Regulatory Body and all applicable Laws;

(c) reasonable evidence that the Operator has emergency procedures that comply with BAC's Aerodrome Emergency Plan, the requirements of the relevant Regulatory Body and applicable Laws;

(d) the names, addresses, telephone numbers, email addresses and all other relevant contact details for the Operator's key personnel (including its designated security contact officer).

(2) The Operator must provide the information described in clause 3.3(1):

(a) prior to the Start Date;

(b) promptly after the Operator updates such information, however in the case of names, addresses, telephone numbers, email addresses and relevant contact details for the Operator's key personnel, such updated information must be provided within 24 hours of any change, so that BAC is able to contact the Operator at any time in respect of any emergency or other security or operational matter.

(3) The Operator must, from time to time, provide to BAC:

(a) information about any changes to Aircraft emergency procedures, safety procedures or other operating procedures relating to any matter of safety, efficiency or regularity or economic concern to BAC or a Regulatory Body, within a reasonable timeframe having regard to the nature of the request and any requirements of BAC or the Regulatory Body (as the case may be);

(b) information to facilitate reporting or calculations pursuant to clause 9, promptly after BAC requests such information; and

(c) responses to any surveys and operational data requests issued by BAC to the Operator in connection with their use of the Airport (to the extent relevant to its operations), promptly after BAC requests such information.

3.4 **Airport Demand Management Scheme (ADMS)**

(1) The Operator acknowledges that, as at the Start Date:

(a) BAC has implemented a scheme for the efficient management of capacity for certain Aviation Services, known as the Airport Demand Management Scheme (**ADMS**);

(b) BAC has appointed Capacity Optimisation Group ACN 082 075 901 (formerly Airport Co-ordination Australia Pty Ltd) to be the coordinator of the ADMS (**Slot Coordinator**).

(2) The Operator must:

(a) comply with the ADMS (as amended from time to time) and with the reasonable directions of BAC's officers, employees, agents and contractors provided they are acting in accordance with the ADMS;

(b) apply to the Slot Coordinator for allocation of a slot prior to use of the relevant Aviation Services (**Airport Slot**);

(c) not use the relevant Aviation Services without first having been allocated an Airport Slot,

and the Operator acknowledges that the requirements of this clause are in addition to clause 3.5 (Allocation Rules).

(3) BAC may, from time to time, amend the ADMS however prior to doing so, BAC will:

(a) first consult with the affected Major Users at least 120 days before amending the ADMS; and

(b) give the Operator at least 90 days' notice in writing of the amended ADMS before it comes into effect. BAC will also publish the amended ADMS on the Website.

(4) BAC may cancel the ADMS if BAC decides that the ADMS is no longer necessary, having regard to its original purpose but prior to doing so, BAC will:

(a) first consult with the affected Major Users at least 120 days before implementing the cancellation; and

(b) give the Operator at least 90 days' notice in writing before the cancellation comes into effect. BAC will also publish notice of cancellation of the ADMS on the Website.

3.5 **Allocation Rules**

(1) The Operator acknowledges and agrees that:

(a) as at the Start Date, BAC has prepared and issued the Allocation Rules to the Operator;

(b) the Operator must only use the Aviation Services in accordance with the Allocation Rules;

(c) the Operator must comply with the Allocation Rules at all times, as well as the reasonable directions of BAC's Associates, provided that they are acting in accordance with the Allocation Rules.

(2) BAC may vary or replace the Allocation Rules from time to time. Subject to clause 3.5(4), before varying or replacing any of the Allocation Rules, BAC will:

(a) first consult with the affected Major Users; and

(b) give the Operator notice at least 14 days before the varied or replacement Allocation Rules take effect.

(3) In varying or replacing the Allocation Rules, BAC will have regard to the most efficient operation of the facilities available from time to time for the provision of Aviation Services.

(4) If, because of an aviation safety or aviation security matter, BAC consider it reasonably necessary to urgently vary or replace any of the Allocation Rules, BAC may do so with immediate effect, by notice to the Operator.

(5) BAC may give the Operator a notice under this clause 3.5 by email or by publishing a notice on the Website.

4. Unavailability of Aviation Services

(1) BAC will use reasonable endeavours to keep the Aviation Services available for use. However, BAC may, from time to time, declare that some of the Aviation Services will be unavailable for use. This could be for a range of reasons, including:

(a) operational requirements (such as emergencies);

(b) maintenance purposes;

(c) development activities at the Airport; or

(d) events beyond BAC's reasonable control.

(2) If the Aviation Services are to be unavailable, either partially or completely, and BAC is reasonably able to do so (including in the case of planned maintenance or construction activities), BAC will use reasonable endeavours to give the Operator as much notice as possible of:

(a) what Aviation Services will be unavailable and why;

(b) for how long BAC expects the Aviation Services to be unavailable (although BAC cannot give any guarantees about those time periods);

(c) what alternative arrangements (if any) BAC has made during the period of unavailability.

BAC may give the Operator this notice either directly (including by email) or by publishing a notice on the Website.

(3) BAC:

(a) cannot guarantee that all of the Aviation Services will be available all of the time (and make no representation or warranty that this will be the case);

(b) is not obliged to make alternative Aviation Services available to the Operator,

and, provided BAC has complied with this clause 4, the Operator releases BAC from, and has No Claim against BAC for, any loss or damage the Operator suffers as a result of any Aviation Services being unavailable.

5. Moving Operator Equipment

(1) BAC may, subject to any of BAC's operational requirements or the requirements of a Regulatory Body, direct the Operator to:

(a) move any Aircraft or other equipment owned or operated by the Operator (collectively referred to in this clause as **Equipment**) to another position at the Airport; or

(b) remove any Equipment operated by the Operator from the Airport,

within the following time:

(c) if the Equipment is connected with an actual or perceived threat to aviation safety, aviation security, the environment or the health & safety of people, BAC may direct the Operator to move or remove the Equipment immediately; or

(d) otherwise, within such reasonable time described in BAC's direction.

(2) BAC may give a direction under this clause 5(1) either orally or in writing and the Operator must promptly comply with such direction. If the Operator does not comply with BAC's direction within the specified time, BAC may move or remove the Equipment and the Operator:

(a) must pay BAC's reasonable costs of doing so;

(b) releases BAC from, and has No Claim against BAC for, any loss or damage caused to the Equipment or any of other property of the Operator; and

(c) is liable for and indemnifies BAC and BAC's Associates against any personal injury, death, loss or damage caused or contributed to by the Operator's failure to comply with BAC's direction, including any loss or damage caused to the Equipment or any other property of the Operator.

6. Provision of GMS Services

6.1 Provision of GMS Services by BAC

(1) BAC will use reasonable endeavours to manage the provision of GMS Services in an economically efficient and cost-effective manner, having regard to requirements imposed by Law, BAC's TSP and industry practice, from time to time.

(2) Where possible, BAC will take reasonable steps, to manage third party costs and any third-party contractors to efficiently manage the GMS Costs.

6.2 Provision of GMS Services by others

The Operator acknowledges and agrees that, at some point after the Start Date, other entities may become authorised or may be required to become authorised and provide GMS Services. To the extent that is the case:

(1) BAC and the Operator agree to negotiate in good faith any changes reasonably required to facilitate the ongoing provision of GMS Services and the recovery of

costs of providing GMS Services on a pass-through basis; and

(2) BAC will not be entitled to recover any GMS Charges or otherwise seek to recover the GMS Costs from the Operator to the extent that the Operator is an authorised to perform GMS Services.

7. Provision of Ground Handling Services

(1) To the extent the Operator provides any Ground Handling Services, the Operator must:

(a) comply with the terms of the AOL; and

(b) negotiate with BAC the terms on which the Operator may occupy any areas to accommodate the Operator's equipment or personnel at the Airport, when not in use on an active Aircraft parking position (as the provision of these areas is an Excluded Service).

(2) To the extent the Operator engages a Ground Handler to provide any Ground Handling Services, the Operator acknowledges that:

(a) its Ground Handler must be licensed by BAC to operate at the Airport by entering into an AOL; and

(b) the Operator's use of the Aviation Services does not of itself entitle the Ground Handler to provide Ground Handling Services.

8. Consultation in relation to Aviation Services

8.1 **Interpretation**

In this clause 8, **Operator Representative** means:

(1) the Operator itself, but only where that Operator is a Major User of the Domestic Terminal;

(2) a Recognised Industry Body, where the Operator uses the International Terminal and is a member of that Recognised Industry Body.

8.2 **Periodic Consultation**

BAC agrees to meet with the Operator Representative at least twice in each Financial Year (or at such other frequency as the parties may agree from time to time) to consult on the following matters:

(1) traffic developments and forecasts at the Airport;

(2) each of the following, as they relate to the Aviation Services:

(a) capital expenditure;

(b) BAC's cost management of operations, maintenance and project delivery (including details of any material variations, delays, or other matters that could impact price, timing or operations);

(c) quality or appropriateness of service standards;

(d) the Operator's future needs;

(e) any other matters agreed between the parties (both acting reasonably).

8.3 **Meetings**

(1) BAC will:

(a) prepare an agenda and provide it to the Operator Representative before a periodic consultation meeting;

(b) prepare and circulate minutes following each of those meeting;

(c) provide the Operator Representative with any information it reasonably requests to allow transparent discussion in relation to matters referred to in 8.2(2) at least 14 days prior to any periodic consultation meeting.

(2) Where the Operator Representative is a Recognised Industry Body:

(a) subject to clause 8.3(2)(b), the parties consent to the Recognised Industry Body receiving and disclosing information (including any Confidential Information) belonging to that party for the purposes of this clause 8; and

(b) the Operator must ensure that the Recognised Industry Body maintains the confidentiality of any Confidential Information disclosed by BAC in the course of any consultation under this clause 8.

(3) The Operator acknowledges that:

(a) any meetings between the parties under this clause 8.3 do not create any obligation on BAC to act in any particular way in relation to any particular issue; and

(b) meetings under this clause 8.3 may be attended by other users of the Aviation Services which BAC provides at the Airport.

9. Aviation Charges

9.1 Paying for use of the Aviation Services

(1) In consideration for BAC providing the Aviation Services other than the GMS Services, the Operator agrees to pay the Aviation Charges.

(2) In consideration for BAC providing the GMS Services, the Operator agrees pay BAC the GMS Charges.

(3) The Aviation Charges and the GMS Charges are calculated and payable in Australian Dollars.

9.2 Payment where no credit account

(1) If the Operator does not have a credit account with BAC, it must pay BAC the amounts invoiced for Aviation Charges and GMS Charges, as applicable from time to time, in accordance with this clause 9.2.

(2) Following receipt of a tax invoice from BAC under clause 9.2(1), the Operator must pay BAC the Aviation Charges and GMS Charges:

(a) by direct deposit to the bank account nominated by BAC from time to time (including by identifying the bank account on the invoice);

(b) before any of its Aircraft leave the Airport.

9.3 Payment where Operator has credit account

(1) The Operator may apply to BAC for a credit account for Aviation Charges and GMS Charges by completing and submitting a Credit Application.

(2) BAC is not obliged to approve the Operator's Credit Application.

(3) If BAC approves the Operator's Credit Application, BAC will notify the Operator and establish a credit account.

(4) If the Operator has a credit account with BAC, it must pay BAC's Aviation Charges and GMS Charges on the following basis:

(a) BAC will provide the Operator with monthly tax invoices;

(b) the Operator must pay the tax invoices within 28 days after the date of the relevant tax invoice; and

(c) the Operator's payments must be by direct deposit to the bank account nominated by BAC from time to time (including by identifying the bank account on the invoice).

(5) The Operator must provide to BAC details of any changes to the information provided on the Operator's Credit Application (made under clause 9.3(1)) within 30 days of the date of the change.

(6) BAC may:

(a) suspend or cancel the Operator's credit account at any time by giving 7 days' written notice; and

(b) charge the Operator interest in accordance with clause 9.6.

9.4 **Monthly summary reports**

(1) Within 5 Business Days after the end of each month, the Operator must provide to BAC a monthly summary (by flight) of the information provided to BAC under Part 2 of Schedule 3.

(2) The Operator:

(a) must provide the information required under clause 9.4(1) in such format as is reasonably required by BAC (from time to time); and

(b) acknowledges that this information will be used to calculate Aviation Charges payable by the Operator.

(3) If the Operator fails to provide to BAC the monthly summary (by flight) as required by clause 9.4(1), the Operator agrees that BAC may make a reasonable estimate of applicable Aviation Charges and GMS Charges based on:

(a) information BAC obtains from Regulatory Bodies (such as the Australian Border Force);

(b) the maximum number of passenger seats on the aircraft the Operator operated during that month (which data will be based on information BAC has about the Operator's aircraft);

(c) the information the Operator provided to BAC as required by Part 2 of Schedule 3; or

(d) any other information available to BAC, which BAC reasonably considers to be relevant.

(4) BAC may verify the information provided by the Operator pursuant to clause 9.4(1) having regard to information collected both from third parties (for example, the Australian Border Force) and directly at the Airport (for example, by counting passengers embarking or disembarking aircraft operated by the Operator).

9.5 **Security**

(1) BAC may, at any time, require that the Operator give BAC security (**Security**) in the form of either:

(a) a Bank Guarantee; or

(b) retention monies, which must be paid direct to BAC and which:

(i) BAC will hold while the Operator continues to use the Airport under this ASA; and

(ii) BAC may use at any time to pay itself any amount owed by the Operator to BAC pursuant to this ASA,

for the amount of Aviation Charges and GMS Charges which BAC estimates (from time to time) will be payable by the Operator over a period of up to 6 months (**Security Amount**).

(2) BAC may increase the Security Amount from time to time if it considers it is necessary to do so based on the charges Operator has incurred by giving the Operator 30 days' written notice (**Revised Security Amount**), in which case the Operator must provide BAC:

(a) a supplementary Security so that BAC holds, in total, the Revised Security Amount; or

(b) replacement Security for the total of the Revised Security Amount.

(3) If BAC gives notice to the Operator that it has had recourse to any Security provided by the Operator in accordance with this ASA, the Operator must provide BAC with either:

(a) replacement Security for the same amount as the Security which BAC has called on; or

(b) replacement Security for an amount that BAC, acting reasonably, considers appropriate, having regard to:

(i) the Aviation Charges and GMS Charges incurred by the Operator in the six-month period prior to the giving of the notice under this clause 9.5(3); and

(ii) any other outstanding amounts owed by the Operator to BAC under any other agreement between the Operator and BAC.

(4) If BAC requires the Operator to provide BAC with Security, supplementary Security, additional Security or replacement Security in accordance with this clause 9.4(4), then the Operator must provide that Security within 21 days from the date BAC notifies the Operator to do so.

9.6 **Late payment**

(1) If the Operator does not pay BAC's tax invoices by the due date, BAC may charge the Operator interest on the following basis:

(a) interest will be calculated at the Default Rate on daily balances from the due date for payment until the date all of the outstanding amount is paid; and

(b) unpaid interest is capitalised as at the first day of each month.

(2) BAC will not charge interest on any amount that is the subject of a bona fide dispute under clause 13 until and from such time as that dispute is resolved in accordance with clause 13.

(3) In the case of a bona fide dispute, any amounts invoiced but not disputed must still be paid within the time period required by the invoice.

(4) If the Operator does not dispute an invoice within 3 months of the date BAC issues it, the Operator waives the right to dispute the invoice after that time and the Operator has No Claim against BAC in relation to the invoice.

(5) The Operator may not make any set-off against, or deduction from, the Aviation Charges or GMS Charges set out in an invoice from BAC.

(6) BAC may take any other action against the Operator that the Law allows to recover anything the Operator owes BAC, including issuing the Operator with a statutory demand for any debt which is due and payable to BAC. BAC may recover from the Operator reasonable costs of recovering any unpaid Aviation Charges or GMS Charges, including any reasonable legal fees.

9.7 **Unpaid Amounts and Failure to Provide Security**

Without limiting any other right or remedy, if the Operator fails to:

(1) pay any Outstanding Charges within 21 days after the due date;

(2) provide BAC with Security, supplementary Security, replacement Security or additional Security as required by clause 9.4(4),

then BAC may:

(3) refuse to allow the Operator to use the Airport; and

(4) take any other legal action against the Operator to recover all due amounts, charges and interest that the Operator owes BAC, including issuing the Operator with a statutory demand for any debt owing to BAC which is due and payable and has been outstanding for 21 days or more.

9.8 **Right to detain Aircraft**

(1) If the Operator does not pay any Outstanding Charges (including Aviation Charges or GMS Charges) by the due date then BAC may detain the Operator's Aircraft and hold those Aircraft pending payment.

(2) If:

(a) pursuant to clause 9.8(1) BAC detains the Operator's Aircraft due to non-payment of Aviation Charges or GMS Charges; and

(b) those charges are still not paid within twenty-one (21) days of notification of detention (or reasonable attempts to notify the Operator has been made),

BAC may apply to the appropriate Queensland Court seeking an order to sell the Aircraft to recoup all outstanding charges. The Operator will also be responsible for payment of all of BAC's legal costs.

9.9 **Disputes over invoices**

If the Operator notifies BAC that it disputes a charge on a tax invoice within 7 days of receipt of the tax invoice, BAC may (acting reasonably):

(1) accept the dispute of the charge and notify the Operator that clause 13 applies; or

(2) not accept the dispute of the charge and notify the Operator that clause 13 does not apply.

9.10 **GMS Costs and GMS Charges**

(1) This clause 9.10 applies without limitation to clause 2.3.

(2) The Operator acknowledges and agrees that:

(a) BAC will incur GMS Costs in providing the GMS Services to the Operator;

(b) BAC will recover GMS Costs by charging the Operator the GMS Charges on a "pass-through" basis;

(c) the GMS Charges as at the Start Date are set out in Schedule 2;

(d) BAC will undertake a bi-annual reconciliation of the GMS Charges.

(3) In relation to any bi-annual reconciliation of the GMS Charges:

(a) any under or over recoveries of GMS Costs in any particular 6-month period will be adjusted at the start of the following period by increasing or reducing GMS Charges for the following period;

(b) BAC will give the Operator not less than 30 days' notice of any changes in GMS Charges which have resulted from any under or over recoveries. This notice will be accompanied by a reconciliation which will include:

(i) summary details relating to GMS Costs;

(ii) revenue from the provision of GMS Services; and

(iii) any over or under recoveries during the relevant 6-month period.

(4) If:

(a) BAC invests in additional infrastructure or equipment for the purpose of providing or facilitating any GMS Services; and

(b) the capital cost of the investment is less than $1 million in relation to any one project,

then:

(c) the capital cost of the investment will be deemed to be a GMS Cost that is incurred within the 6-month period in which the capital costs are incurred; and

(d) BAC will notify Operator of any changes to the GMS Charges in accordance with clauses 9.10(3).

(5) If:

(a) BAC invests in additional infrastructure or equipment for the purpose of providing or facilitating any GMS Services; and

(b) the capital cost of the investment exceeds $1 million in relation to any one project,

then instead of increasing the GMS Charges:

(c) BAC will be entitled to recover the costs associated with that capital expenditure, together with a Reasonable Return on Capital Cost, as part of the Aviation Charges; and

(d) BAC may at any time adjust the Aviation Charges, as permitted by clause 9.10(5)(c), to take account of that capital cost and a Reasonable Return on Capital Cost.

(6) This clause 9.10(6) applies only to the S3 Upgrade (as defined below), in lieu of clause 9.10(5):

(a) The Operator acknowledges that:

(i) prior to the Start Date, BAC has been undertaking the following projects:

(A) at the Domestic Terminal, the "Domestic Terminal Security Upgrade Project" or "DTB SUP"; and

(B) at the International Terminal, the "International Terminal Security & Retail Upgrade Project" or "ITB SRUP" as well as the "International Terminal Baggage Make-up Area Project" or "ITB BMA Project",

each of which is required so that BAC can meet the "Standard 3" aviation security requirements in respect of GMS Services, which are required by Law to be implemented by BAC (**S3 Upgrade**); and

(ii) the cost of the S3 Upgrade is apportioned between:

(A) capacity-related capital expenditure, which forms part of the Aviation Charges; and

(B) security-related capital expenditure, which forms part of the GMS Charges and which BAC will recover in accordance with this clause 9.10(6); and

(b) For security-related capital expenditure connected with the S3 Upgrade:

(i) BAC will recover the costs of delivering the S3 Upgrade (including both equipment and terminal enhancements/modifications) as part of the GMS Charges, including a cost of capital at a nominal rate of return of 6%; and

(ii) BAC will recover the S3 Upgrade costs incurred (along with other GMS Costs) by way of an adjustment to the GMS Charges at the end of each 6-month period after the Start Date;

(iii) the S3 Upgrade costs will be deemed to be a GMS Cost that is incurred within the 6-month period in which the capital costs are actually incurred; and

(iv) BAC will notify Operator of any changes to the GMS Charges to take account of the costs associated with the S3 Upgrade in accordance with clauses 9.10(3).

9.11 **Not used**

9.12 **Goods and Services Tax**

(1) In this clause 9.12:

(a) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**);

(b) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;

(c) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;

(d) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and

(e) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

(2) Unless GST is expressly included, the consideration to be paid or provided under any other clause of this ASA for any supply made under or in connection with this ASA does not include GST.

(3) To the extent that any supply made under or in connection with this ASA is a taxable supply:

(a) the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply; and

(b) that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is to be paid or provided.

(4) A party's right to payment under paragraph (3) is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.

(5) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

10. Insurance

(1) The Operator must at all times while using the Aviation Services hold insurances which meet or exceed the Minimum Insurance Requirements.

(2) The Operator must produce to BAC satisfactory evidence that the Operator holds the Minimum Insurance Requirements at each of the following times:

(a) before the Start Date;

(b) annually on the anniversary of the Start Date;

(c) at the beginning of each period of insurance; and

(d) whenever BAC asks, acting reasonably,

together with confirmation that the Minimum Insurance Requirements will remain current at all times the Operator uses the Aviation Services.

(3) For the purposes of clause 10(2), the evidence to be provided to BAC may be in the form of a certificate of insurance, provided such certificate describes the amount of cover and any exclusion, exemptions or other qualifications that would affect:

(a) the Operator's ability to make a claim for events which would ordinarily entitle an insured to make a claim; or

(b) the amounts the Operator is able to recover from its insurer,

as they relate to the Operator's use of the Airport.

(4) The Operator must notify BAC as soon as practicable if:

(a) an insurance policy required pursuant to clause 10(1) is cancelled; or

(b) an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Operator's use of the Airport.

(5) BAC may from time to time change the Minimum Insurance Requirements in

accordance with current industry best practice and advice from BAC's insurers. In that case:

(a) BAC will provide the Operator with 45 days' prior notice of changes to the Minimum Insurance Requirements; and

(b) the Operator must produce satisfactory evidence to BAC that it holds the Minimum Insurance Requirements as varied in accordance with clause 10(5)(a).

11. Risk, liability & indemnity

11.1 **Risk**

Subject to this ASA:

(1) the Operator uses the Airport and the Aviation Services at its own risk; and

(2) BAC is not responsible for the Operator's Aircraft or other property the Operator or the Operator's Associates bring onto the Airport in connection with the Aviation Services.

11.2 **Limited liability**

(1) The Operator has No Claim against BAC (or BAC's Associates), and the Operator releases BAC from liability, for:

(a) loss or damage to an Aircraft or any other property of the Operator or the Operator's Associates bring onto the Airport;

(b) personal injury or death of any of the Operator's Associates at the Airport; or

(c) any claims by third parties in connection with any of the matters in clauses 11.2(1)(a) or 11.2(1)(b),

except to the extent caused by BAC's, or BAC's Associates', negligence.

(2) The Operator has No Claim against BAC (or BAC's Associates), and the Operator releases BAC from liability, for:

(a) any loss the Operator suffer, or any person claiming through the Operator suffers, because of delays in the movement or scheduling of the Operator's Aircraft;

(b) any Excluded Loss the Operator or the Operator's Associates suffer in connection with the Operator's use of the Airport.

11.3 **Indemnity**

(1) Without limiting any other right or remedy BAC may have, the Operator indemnifies BAC against:

(a) any liability to or claim by a third party (including any of the Operator's Associates) against BAC; and

(b) all costs, charges, expenses (including in connection with advisors), fines, penalties, losses and damages BAC suffer or incur (**Costs**),

to the extent arising out of or in connection with any:

(c) wilful or negligent act or omission; or

(d) breach of this ASA,

by the Operator or any of the Operator's Associates.

(2) The indemnity in clause 11.3(1) will be reduced to the extent that any:

(a) wilful or negligent act or omission; or

(b) breach of this ASA,

by BAC contributed to the liability, claim or Costs.

(3) It is not necessary for BAC to incur or suffer the liability, claim or Costs or make payment before enforcing a right of indemnity and the Operator agrees to pay BAC

on demand for any amounts claimed under the indemnity.

11.4 **Exclusion of certain conditions, warranties & guarantees**

To the extent:

(1) permitted by Law, all statutory or implied conditions, warranties and guarantees are excluded;

(2) BAC's liability under any such condition, warranty or guarantee cannot be excluded, it is otherwise limited to:

(a) in the case of goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(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; and

(b) in the case of services:

(i) supplying the services again; or

(ii) paying the cost of having the services supplied again.

12. Termination

12.1 **Termination**

(1) To the extent that BAC is permitted to do so by Law, if:

(a) the Operator is Insolvent;

(b) the Operator's conduct constitutes a repudiation of its obligations under this ASA;

(c) the Operator breaches this ASA and:

(i) the breach is not capable of remedy; or

(ii) the breach is capable of remedy but the Operator fails to remedy the breach within such reasonable time as BAC gives the Operator (by notice in writing),

then BAC may, by written notice, terminate this ASA and the Operator's access to the Airport.

(2) If BAC terminates this ASA:

(a) the Operator must immediately:

(i) cease using the Aviation Services; and

(ii) remove any Aircraft, plant, equipment or other property of the Operator at the Airport; and

(b) any amount which at the time of termination is a debt due and owing to BAC is immediately repayable in full (without the need for any further demand).

(3) Termination of this ASA in accordance with this clause 12 does not limit any other right or remedy BAC may have against the Operator at law (including at common law or in equity).

12.2 **Cumulative rights & set-off**

(1) Each right, power and remedy provided in this ASA is:

(a) in addition to those provided by Law independently of this ASA; and

(b) in addition to and not exclusive of every other right, power or remedy (including any right of indemnity) provided in this ASA.

12.3 **Where Airport lease terminates**

BAC may, by notice to the Operator, terminate this ASA (and any obligations BAC may have under it, other than those that survive as a consequence of Law will likewise terminate), in the event that, and from the day that, the Airport Lease is terminated for any reason.

13. Dispute resolution

(1) If a dispute arises in connection with this ASA, a party to the dispute must, before taking any other action in connection with dispute, give to the other party a notice specifying the dispute and requiring its resolution under this clause 13 (**Notice of Dispute**).

(2) If, following issue of a Notice of Dispute, the dispute remains unresolved for 14 days, either party may refer the dispute to a dispute committee, consisting of at least 1 senior manager from each party (**Dispute Committee**).

(3) The Dispute Committee must meet at least twice at BAC's offices (or such other place as the parties may agree) during the 14-day period after referred of the dispute to it, with a view to resolving the dispute by agreement.

(4) If the issue remains unresolved for 30 days after the Management Committee met (or should have met) either party may refer the dispute to the General Manager or Chief Executive Officers (or the person holding the equivalent position) of the parties (**GMs**).

(5) The GMs or their nominees must, within 14 days of one party referring the dispute to the GMs, meet at BAC's offices (or such other place as the parties may agree) and discuss the dispute with a view to resolving the dispute by agreement.

(6) Nothing in this clause 13 prevents either party from commencing legal proceedings for urgent interlocutory relief.

(7) If BAC consider, acting reasonably, that a dispute is not genuine, BAC may take any other action against the Operator that the Law allows (including exercising BAC's powers under this ASA) while in dispute with the Operator.

14. Confidentiality, publicity & privacy

14.1 **Confidentiality**

(1) A party (**Recipient**) must keep confidential, and not use or disclose, any Confidential Information of the other party (**Discloser**), except:

(a) to the Recipient's Associates and Related Bodies Corporate on a "need-to-know" and confidential basis, in connection with the Recipient's rights and obligations under this ASA;

(b) where required to be disclosed by applicable Laws or the rules of any stock exchange upon which the Recipient's securities are listed, provided that before disclosing any information, the Recipient provides notice to the Discloser and takes all reasonable steps to maintain the confidence of the Confidential Information; and

(c) in BAC's case, to third parties who require the information for the safe, secure and efficient operation and development of the Airport, provided those third parties are obliged to keep that information confidential.

(2) The Recipient:

(a) must take all reasonable steps to prevent the unauthorised use or disclosure of the Discloser's Confidential Information, including taking such precautions as the Recipient takes in respect of its own Confidential Information of a similar nature;

(b) is liable to the Discloser for any unauthorised use or disclosure of Confidential Information by its Associates and any other person to whom it discloses the Discloser's Confidential Information (**Unauthorised Disclosure**) as though the Recipient had itself engaged in the Unauthorised Disclosure.

(3) Notwithstanding anything else in this ASA, BAC may:

(a) collect and use any information relating to the Operator's activities for purposes connected with the operation and/or development of the Airport; and

(b) disclose any information which relates to the Operator's activities to any Regulatory Body or other person for such purposes as BAC consider necessary or appropriate (including for the purpose of a tender or renegotiation of contracts) provided that such information is aggregated or anonymised and does not include any Personal Information which has been provided by or through the Operator.

(4) Nothing contained in this clause 14.1 affects:

(a) rights and obligations arising under any other agreement or undertaking between the parties in relation to the confidentiality of information; or

(b) ownership by the Discloser of Confidential Information disclosed to the Recipient under this ASA.

14.2 **Publicity**

The Operator must not, and must ensure that the Operator's subcontractors do not, without prior written approval:

(1) issue any press release or other public document, or make any public statement, with respect to the subject matter of this ASA; or

(2) issue any press release or other public document, or make any public statement, which includes a reference to BAC or the Airport.

14.3 **Privacy**

The Operator must:

(1) comply with all applicable Privacy Laws;

(2) cooperate with BAC to resolve any complaint or notice alleging a breach of Privacy Laws by the other party and any of its Associates; and

(3) provide all reasonable assistance to BAC:

(a) in connection with any privacy request or data breach in respect of Personal Information; and

(b) as may be required from time to time by BAC to comply with its obligations under applicable Privacy Laws.

14.4 **No merger**

This clause 14 continues to bind the parties after the expiry or termination of this ASA.

15. Notices

(1) Clauses 15(2) to 15(5):

(a) apply to the following types of notices:

(i) notices alleging a breach of this ASA by the other party;

(ii) notices waiving or seeking to enforce a right under this ASA (including a right of termination);

(iii) a Notice of Dispute under clause 13(1),

(each of which is a **Formal Notice**); and

(b) do not apply to notices where another clause of this ASA describes the way in which notices may be given.

(2) Formal Notices must be:

(a) in writing;

(b) signed by an authorised officer of the sender; and

(c) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

(3) Formal Notices must be delivered in any one or more of the following ways:

(a) left at the address set out in the Details; or

(b) sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Details; or

(c) sent by email to the email address:

(i) for BAC, as set out in the Details;

(ii) for the Operator, of the senior manager (from time to time) responsible for the administration of this ASA; or

(d) given in any other way permitted by law,

however, if the intended recipient has notified a changed postal address or changed email address, then the communication must be to that address or number.

(4) If sent by post, Formal Notices are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

(5) If sent by email, Formal Notices are taken to be received upon acknowledgement from the other party that it has received the notice.

(6) Despite clauses 15(4) and 15(5), if any notice under this ASA is 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.

(7) Notices under this ASA take effect from the time they are received (or taken to be received) unless a later time is specified.

16. Entire understanding & governing law

This ASA:

(1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this ASA;

(2) supersede any prior agreement or understanding on anything connected with that subject matter,

and the parties acknowledge that no reliance has been placed on any prior agreement, understanding or representation.

17. Miscellaneous

17.1 Execution of counterparts

This ASA may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same instrument.

17.2 **Further assurance**

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this ASA.

17.3 **Severability**

If any clause or subclause in this ASA is unenforceable, illegal or void, or makes this ASA or any part of it unenforceable, illegal or void, then that clause or subclause is severed and the rest of this ASA remains in force.

17.4 **Not used**

17.5 **Waiver**

(1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

(2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

(3) A waiver is not effective unless it is in writing.

(4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

17.6 **Costs and outlays**

Each party must pay its own costs connected with the negotiation, preparation and execution of this ASA.

17.7 **Continuing obligations – no merger**

Each obligation and warranty which is capable of having future operation continues in force although this ASA has otherwise been fully performed.

17.8 **Governing law and jurisdiction**

(1) This Agreement is governed by the law in force in Queensland.

(2) The Parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

18. Use of Common User Facilities

(1) In this clause 18:

(a) **Common User Facilities** means the facilities provided by BAC from time to time for common use by Aircraft operators using the Terminals, including:

(i) Aircraft parking bays and passenger departure gates;

(ii) check-in, self-service bag drop and service desk positions;

(iii) common user terminal equipment (or CUTE);

(iv) the baggage handling system (or BHS); and

(v) flight information display systems (or FIDS).

(b) **Terminal Operating Rules** (or **TOR**) means BAC's rules and procedures about the allocation and use of some or all of the Common User Facilities.

(2) The Operator acknowledges and agrees that:

(a) as at the Start Date, BAC has prepared and issued the Terminal Operating Rules to the Operator;

(b) the Operator may only use the Common User Facilities in accordance with the Terminal Operating Rules;

(c) the Operator must comply with the Terminal Operating Rules at all times, as well as the reasonable directions of BAC's Associates, provided that they are acting in accordance with the Terminal Operating Rules.

(3) BAC may vary or replace the Terminal Operating Rules from time to time. Subject to clause 3.5(4), before varying or replacing any of the Terminal Operating Rules, BAC will:

(a) first consult with the affected Major Users; and

(b) give the Operator notice at least 14 days before the varied or replacement Terminal Operating Rules take effect.

(4) If, because of an aviation safety or aviation security matter, BAC consider it reasonably necessary to urgently vary or replace any of the Terminal Operating Rules, BAC may do so with immediate effect, by notice to the Operator.

(5) BAC may give the Operator a notice under this clause 18 by email or by publishing a notice on the Website.

(6) This clause 18 is subject to clause 3.5, dealing specifically with Allocation Rules.

19. Not used

20. Express Transfer Service

(1) In this clause 20, **Express Transfer Service** means any Airside bus transfer service provided by BAC between the International Terminal and the Domestic Terminal.

(2) If BAC invests in additional infrastructure and equipment for the purpose of providing, or facilitating the provision of, the Express Transfer Service, the Operator agrees that:

(a) BAC will be entitled to recover the capital and operating costs associated with that infrastructure and equipment (including a Reasonable Return on Capital Cost);

(b) BAC may, on 60 days' written notice to the Operator, introduce an Express Transfer Service Charge, which will be deemed to form part of the Aviation Charges in Schedule 2, to take account of the costs described in clause 20(2)(a); and

(3) BAC may, from the commencement of each Financial Year after the introduction of any Express Transfer Service Charge, increase the Express Transfer Service Charge to take account of any additional capital and operating costs incurred or to be incurred in connection with that infrastructure and equipment (including a Reasonable Return on Capital Cost).

21. Apron bussing

(1) In this clause 21, **Apron Bussing** means any Airside bus service which carries passengers and crew between the Domestic Terminal and Aircraft on which those passengers are departing or have arrived.

(2) The Operator acknowledges that:

(a) as at the State Date, certain Aircraft operators provide (or procure the provision of) Apron Bussing in respect of their own operations at the Domestic Terminal;

(b) for Airside safety and operational reasons, BAC may decide to commence providing Apron Bussing for all operators at the Domestic Terminal.

(3) If BAC decides to commence providing Apron Bussing:

(a) BAC will give not less than 6 months' notice to Aircraft operators using the Domestic Terminal that at the end of the notice period, BAC will be providing Apron Bussing to all operators. Such notice will include BAC's proposed charges for providing Apron Bussing (**Apron Bussing Charge**);

(b) at the end of the period set out in BAC's notice under clause 21(3)(a):

(i) the Operator must, to the extent applicable:

(A) cease providing Apron Bussing itself and remove from the Airport (or procure the removal from the Airport of) any buses which provided Airside Bussing;

(B) commence using the Apron Bussing service provided by BAC; and

(ii) unless the parties agree otherwise, the Apron Bussing Charge will be deemed to form part of the Aviation Charges in Schedule 2 and will be payable in accordance with clause 9.

(4) BAC may, from the commencement of each Financial Year after the introduction of any Apron Bussing Charge, increase the Apron Bussing Charge to take account of any additional operating costs incurred or to be incurred in respect of the provision of Apron Bussing by BAC.

22. Biometrics – International Terminal

(1) In this clause 22, **Biometrics Service** means the provision of biometric passenger validation as part of the check-in facilities on Level 4 of the International Terminal.

(2) If the Operator uses the International Terminal, the Operator acknowledges that:

(a) the Aviation Charges as at the State Date do not include the operating expenditure associated with the operation of the Biometrics Service (**Biometrics Opex**);

(b) during the Term, BAC will implement the Biometrics Service and once complete, the Operator will have the option to request that BAC make the Biometrics Service available for use by its passengers.

(3) BAC will give not less than 180 days' notice to Aircraft operators using the International Terminal that at the end of the notice period, BAC expects to have the

Biometrics Service available for use by International Terminal passengers. BAC's notice will include:

(a) details of those check-in facilities on Level 4 of the International Terminal where the Biometrics Service will be available; and

(b) BAC's proposed charges for Biometrics Opex, which will:

(i) take account of the licence, support and maintenance fees payable to third parties for the provision of the Biometrics Service;

(ii) apply in respect of those check-in rows being used (or to be used) by the Operator;

(iii) be payable by the Operator in respect of each Financial Year (or part thereof) during which BAC provides the Biometrics Service,

(**Biometrics Charge**).

(4) If the Operator wants BAC to provide the Biometrics Service, the Operator must notify BAC of that fact within 30 days of receipt of BAC's notice under clause 22(3), and confirm that it accepts the Biometrics Charge.

(5) If there is a delay in the implementation of Biometrics Service and the date in BAC's notice under clause 22(3) cannot be achieved, BAC will provide a further notice to Aircraft operators of the new date for commencement of the Biometrics Service.

(6) From the date the Biometrics Service is available for use by the Operator's passengers, the Biometrics Charge will:

(a) be deemed to form part of the Aviation Charges in Schedule 2; and

(b) be payable in accordance with clause 9.

(7) If, in a Financial Year, BAC has made the Biometrics Service available to the Operator:

(a) BAC will provide not less than 30 days' notice to the Operator of the Biometrics Charge which will apply for the next Financial Year;

(b) the updated Biometrics Charge as notified under clause 22(7)(a) will, from the commencement of that next Financial Year:

(i) be deemed to form part of the Aviation Charges in Schedule 2; and

(ii) be payable in accordance with clause 9.

Aviation Services Agreement

Schedule 1
Aviation Services & Excluded Services

Part 1 – Aviation Services - Terminals

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

- Each of the following, as they relate to the Terminals and related infrastructure:
    - Terminal and Airside lighting.
    - Airside bussing, where provided by BAC.
    - Any work health and safety facilities in the Terminals, where provided by BAC.
    - Environmental hazard control services and facilities.
    - Services and facilities to ensure compliance with environmental laws.
    - Electricity, water, sewerage, data and telecommunications in connection with the above services and facilities.

Passenger-related services and facilities, including the provision, maintenance and repair of:

- Public areas in the Terminals, public amenities, lifts, escalators and moving walkways.
- Departure and holding lounges, and related facilities (excluding club/business lounges).
- Gates and associated infrastructure (including common use airline desks and telecommunications).
- Flight information and public address systems.
- Facilities to enable the processing of passengers through customs, immigration and quarantine.
- Check-in counters and related facilities (including associated queuing areas and those items described in the Terminal Operating Rules).
- Directional signage inside and outside the Terminals.
- Landside terminal access roads and facilities (including kerb and guttering, lighting and covered walkways, footpaths and signage).
- Security systems and services (including closed circuit surveillance systems) provided in common use areas.
- Baggage make-up, handling and reclaim facilities including checked baggage screening.
- Electricity, water, sewerage, air conditioning, data and telecommunications infrastructure and supply in connection with the above facilities.

Part 2 – Aviation Services - Airfield

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

- Runways, taxiways, aprons and Airside roads/grounds.
- Each of the following, as they relate to the runways, taxiways, aprons and Airside roads/grounds:
    - Airfield and Airside lighting.
    - Airfield navigation services and facilities (including visual navigation aids).
    - Airside safety and security services (including rescue and fire-fighting services and perimeter fencing).

- Aircraft parking sites and facilities.
- Ground handling services and facilities (including equipment parking when in use on an active Aircraft parking position, refuelling and recharging (where provided), and sufficient space around Aircraft parking sites to conduct catering and cleaning).
- Aprons and aerobridges (including nose-in guidance systems, preconditioned air, fixed electrical ground power, where provided).
- Airside freight and mail handling and long/short term staging areas essential for Aircraft loading and unloading.
- Aircraft light and emergency maintenance sites and buildings.
- Any work health and safety facilities on the aprons, where provided by BAC.
- Airfield navigation services and facilities (including visual navigation aids).
- Airside safety and security services (including rescue and fire-fighting services and perimeter fencing).
- Environmental hazard control services and facilities.
- Services and facilities to ensure compliance with environmental laws.

Part 3 – Excluded Services

- Services and facilities generally provided to airlines and Aircraft operators at airports under a separate, direct agreement to occupy an area and/or carry out certain specified activities, such as airline offices, passenger lounges, landside storage areas within Terminal areas, Airside storage areas for ground service equipment, staff car parking and leased areas for office, freight, Aircraft maintenance, telecommunication and information technology services, catering and similar services.
- Each of the following:
  - terminal navigation services;
  - rescue and firefighting services;
  - en-route services;
  - meteorological services;
  - engineering services.

Schedule 2
Aviation Charges & GMS Charges

In this Schedule 2 and in clause 9 and Schedule 3, the following definitions apply:

(a) **Domestic On-carriage Passenger** means a passenger flying to/from the Airport and another Australian port on a service operated from the International Terminal.

(b) **Domestic Passenger** means a person travelling on the Operator's Aircraft (excluding Infants, Operating Crew and Positioning Crew but including Transfers and Transits) arriving at or departing from the Domestic Terminal.

(c) **Infant** means a person of up to the age of 2 years who does not occupy their own seat on an Aircraft.

(d) **International Passenger** means a person travelling on the Operator's Aircraft (excluding Infants, Operating Crew and Positioning Crew but including Transits, Transfers and Domestic On-carriage Passengers) arriving at or departing from the International Terminal.

(e) **Operating Crew** means airline flight and cabin crew on an arriving or departing Aircraft at the Airport.

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

(g) **Transfer** means a Domestic Passenger or an International Passenger whose origin and destination is a port other than the Airport, serviced by a different flight or flight code number and in the case of an International Passenger, the person is not processed by the Australian Border Force at the Airport.

(h) **Transit** means a Domestic Passenger or an International Passenger whose origin and destination is a port other than the Airport, serviced by the same flight or flight code number.

Terminal Charges

(A) The following Aviation Charges are payable in respect of the Aviation Services in Part 1 of Schedule 1:

(I) The Terminal Charges determined in accordance with Table 1.

(II) If the Operator uses the International Terminal, the International CUSS Consumables Recovery Charges (**ICCR Charge**) determined in accordance with Table 2.

(III) If the Operator uses the Domestic Terminal, the Domestic CUSS Consumables Recovery Charges (**DCCR Charge**) determined in accordance with Table 3.

Table 1 – Terminal Charges

Type of charge	Aviation Services	Basis of charge	Aviation Charge (ex GST)
			01/07/26 – 30/06/27
Passenger Service Charge - Domestic Terminal - Aerobridge	Use of the Domestic Terminal (including aerobridge) by RPT operators	Per arriving and per departing Domestic Passenger	$9.38
Passenger Service Charge - Domestic Terminal - Non-aerobridge	Use of the Domestic Terminal (excluding aerobridge) by RPT operators	Per arriving and per departing Domestic Passenger	$8.61
Passenger Service Charge - International Terminal	Use of the International Terminal by RPT operators	Per arriving and per departing International Passenger	$31.79
Passenger Service Charge - General Aviation Terminal	Use of the General Aviation Terminal	On a per landed tonne MTOW for each arrival at and for each departure from the Airport	$18.04

Table 2 – International CUSS Consumables

Type of charge	Basis of charge	Aviation Services		Aviation Charge (ex GST)
		CUSS consumable	Equipment use	01/07/26 – 30/06/27
International CUSS Consumables Recovery Charge (ICCR Charge)	Charged per unit consumed	Boarding Pass (Format: Roll only)	Kiosk	$0.05
		Baggage Tags – Normal	ABDs & Hybrid ABD	$0.13
		Baggage Tags – Heavy	ABDs & Hybrid ABD	$0.13
		Baggage Tag Receipts	ABDs & Hybrid ABD	$0.04

Notes about International CUSS Consumables:

1. Prior to the State Date and progressively after the Start Date, the check-in rows at the International Terminal are being upgraded by BAC with fully-automated common user self-service equipment (**CUSS Upgrade**).
2. To the extent that an Operator has not used a CUSS Upgraded check-in row prior to the Start Date, the ICCR Charge will apply from the first day of the month that follows the date the Operator commences using that CUSS Upgraded check-in row.
3. The ICCR Charge relates to the use of those consumables BAC provides for use at check-in rows on which a CUSS Upgrade has been completed (**CUSS Consumables**).
4. The ICCR Charge will not include any form of mark-up or overhead in relation to BAC's management of CUSS Consumables.
5. BAC may:
   (a) from time to time update the list of CUSS Consumables (and in the case of a new type of CUSS Consumable, the associated ICCR Charge) by giving not less than 30 days' notice in writing to the Operator; and
   (b) from the commencement of each Financial Year after the Start Date, increase the then-current ICCR Charge to take account of any additional operating costs incurred or to be incurred in respect of the provision of CUSS Consumables by BAC. BAC will give not less than 30 days' notice of such increases.
6. In Table 2:
   (a) **ABD** means an automated bag drop machine that allows passengers to deposit checked baggage into the baggage handling system.
   (b) **Hybrid ABD** means an ABD that includes a fixed service desk (incorporating the added functionality of a CUTE station or set).

Table 3 – Domestic CUSS Consumables

Type of charge	Basis of charge	Aviation Services		Aviation Charge (ex GST)
		CUSS consumable	Equipment use	01/07/26 – 30/06/27
Domestic CUSS Consumables Recovery Charge (DCCR Charge)	Charged per unit consumed	Boarding Pass (Format: Roll only)	Bag tag printer	$0.05
		Baggage Tags – Normal	ABDs	$0.13
		Baggage Tags – Heavy	ABDs	$0.13
		Baggage Tag Receipts	ABDs	$0.04

Notes about Domestic CUSS Consumables:

1. Prior to the State Date and progressively after the Start Date, check-in areas at the Domestic Terminal are being upgraded by BAC with fully-automated common user self-service equipment (**CUSS Upgrade**).
2. To the extent that an Operator has not used a CUSS Upgraded check-in area prior to the Start Date, the DCCR Charge will apply from the first day of the month that follows the date the Operator commences using that CUSS Upgraded check-in area.
3. The DCCR Charge relates to the use of those consumables BAC provides for use at check-in areas on which a CUSS Upgrade has been completed (**CUSS Consumables**).
4. The DCCR Charge will not include any form of mark-up or overhead in relation to BAC's management of CUSS Consumables.
5. BAC may:
   (a) from time to time update the list of CUSS Consumables (and in the case of a new type of CUSS Consumable, the associated DCCR Charge) by giving not less than 30 days' notice in writing to the Operator; and
   (b) from the commencement of each Financial Year after the Start Date, increase the then-current DCCR Charge to take account of any additional operating costs incurred or to be incurred in respect of the provision of CUSS Consumables by BAC. BAC will give not less than 30 days' notice of such increases.
6. In Table 3, **ABD** means an automated bag drop machine that allows passengers to deposit checked baggage into the baggage handling system.

GMS Charges

Type of charge	Aviation Services	Basis of charge	Aviation Charge (ex GST)	
			01/07/26 – 31/12/26	
Domestic Terminal – GMS Charges	For Domestic Terminal checked bag screening, Domestic Terminal passenger screening and other services required by the Commonwealth Government or other lawful authority and any additional security measures BAC is required to take and which are provided by BAC to Airline at the Airport from time to time	Per arriving and per departing Domestic Passenger	**S3 Upgrade**	$2.96
			All other GMS Services	$3.33
International Terminal – GMS Charges	For International Terminal checked bag screening, International Terminal passenger screening and other services required by the Commonwealth Government or other lawful authority and any additional security measures BAC is required to take and which are provided by BAC to Airline at the Airport from time to time	Per arriving and per departing International Passenger	**S3 Upgrade**	$4.17
			All other GMS Services	$6.33

Airfield Charges

(A) The following Aviation Charges are payable in respect of the Aviation Services in Part 2 of Schedule 1 (which includes runways, taxiways and aprons):

(I) The Airfield Charges determined in accordance with Table 1, subject to paragraph (B); and

(II) The Aircraft Parking Charge determined in accordance with Table 2, subject to paragraph (C).

(B) The Airfield Charges are subject to the conditions listed under Table 1.

(C) The Aircraft Parking Charges are subject to the conditions listed under Table 2.

Table 1 – Airfield Charges

Note: the Peak Period Charge in Condition (I) below will not commence until 1 September 2026.

Type of charge	Aviation Services	Basis for charge	Aviation Charge (ex GST)
			01/07/26 – 30/06/27
Domestic Passenger Service Charge	For the use of the Airfield by RPT operators (including diversions)	Per arriving and per departing Domestic Passenger but subject to a minimum charge of $64.50 per take-off/landing	$10.72

International Passenger Service Charge	For the use of the Airfield by RPT operators (including diversions)	Per arriving and per departing International Passenger but subject to a minimum charge of $64.50 per take-off/landing	$22.48
Non-RPT Airfield Charge (MTOW)	For the use of the Airfield: • by general aviation, freight or private charter operators • by RPT operators for positioning, training and maintenance flights	On a per tonne MTOW for each take-off and landing at the Airport but subject to a minimum charge of $64.50 per take-off/landing	$14.01
Rotary Wing Aircraft Charge (MTOW)	For the use of the Airfield by rotary wing Aircraft	On a per tonne MTOW for each take-off and landing at the Airport but subject to a minimum charge of $30.96 per take-off/landing	$8.41

Conditions applying to Airfield Charges

(I) **Peak Period Charge**: For all Aircraft movements with an allocated Airport Slot during the periods 0600hrs to 0859hrs and 1600hrs and 1829hrs (local time) each day, the following minimum charge for each arrival and each departure will apply:

	01/07/26 – 30/06/27
Minimum charge	$96.75

However, the Peak Period Charge will not apply to Aircraft movements operated by non-government organisations (NGOs) whose core functions are the provision of aeromedical/emergency retrieval services.

(II) **Sensitive Hours Surcharge**: In respect of any Noisy Aircraft operated by the Operator with a scheduled arrival/departure during the period 0000hrs and 0359hrs (local time) each day, the applicable charge determined in accordance with Table 1 will be increased by 0% for the period 1/7/26-30/6/27.

Table 2 – Aircraft Parking Charges

Note: the Peak Period Charge in Condition (II) below and the Periodic Increase identified in Condition (III) below will not commence until 1 September 2026.

Type of charge	Aviation Services	Basis for the Aviation Charge	Aircraft Maximum Take-off Weight (MTOW)	Aviation Charge (ex GST)
				01/07/26 – 30/06/27
Aircraft Parking	For use of any apron or parking area	Parking charge per 1,000 kgs per hour (or any part of an hour) for all Aircraft, from landing time to take-off time	0 to 25,000kg	$0.42
			25,000 to 100,000kg	$0.11
			100,001 to 400,000kg	$0.09
			400,001kg+	$0.07

Conditions applying to Aircraft Parking Charges

(I) **Free Parking Period**: the Aircraft Parking Charges will not apply for the period of time after an Aircraft's landing time as determined in accordance with the following table (with Aircraft Parking Charges commencing at the end of that period if the Aircraft's take-off time is outside that period):

ICAO Aircraft Code	Domestic Service – Free Parking Period	International Service – Free Parking Period	Other Services – Free Parking Period
A	120 minutes	180 minutes	120 minutes
B	120 minutes	180 minutes	120 minutes
C	120 minutes	180 minutes	120 minutes
D	120 minutes	240 minutes	120 minutes
E	120 minutes	240 minutes	150 minutes
F	120 minutes	240 minutes	150 minutes

(II) **Peak Period Charge (applicable during first 48 hours only)**: For all Aircraft parking between the periods 0500hrs to 0959hrs (local time) and 1600hrs and 1829hrs (local time) during the first 48 hours after its landing time, the Aircraft Parking Charges, as determined in accordance with Table 2, will be increased by 50%. The Peak Period Charge applies all Aircraft parking positions other than the Airport North Remote Apron, being parking positions R1A, R1, R2, R3, R4, R5, R6, R7 & R8.

(III) **Periodic Increase (applicable after first 48 hours)**: The rate of Aviation Charge in Table 2 will apply for the first 48 hours after landing time. After the first 48 hours, the Peak Period Charge will not apply, however the rate of Aviation Charge in Table 2 will be increased in accordance with the following table:

Time period (each day being a 24-hour period from landing time)	Multiplier applied to rate in Table 2
Days 1 & 2	1.00
Day 3	1.25
Day 4	1.50
Day 5	1.75
Day 6	2.00
Day 7	2.25
Days 8-29	2.50
Days 30-89	5.00
Each day from Day 90+	10.00

(IV) **Headstart Discount (applicable to overnighting Aircraft)**: a 100% discount to the Aircraft Parking Charges will apply if an Aircraft's landing time is after 1930hrs on any day and its take-off time is no later than 0959hrs on the next day. However, no discount will apply if an Aircraft's landing time is after 1930hrs on any day and its take-off time is after 0959hrs on the next day. In that case, the full Aircraft Parking Charges in Table 2 will apply, along with the Peak Period Charge in paragraph (II), to the extent applicable.

(V) **Interpretation:** All references in Table 2 and in the above Conditions to "landing time" and "take-off time" are those times as notified to BAC by Airservices Australia (or in the absence of such information from Airservices Australia, as determined by BAC, based on alternative, reputable data sources).

Aviation Services Agreement

Schedule 3
Information requirements

Part 1 – General Information Required from Regular Users

Date	
Operator	
ABN	
Address	
Telephone	
Email	

Date of commencement of flight schedule	
Flight schedule	As per copy provided on …… (insert date): *The Operator must supply a copy of any new or amended Flight Schedule at least 30 days before the new or amended Flight Schedule is to take effect*
Ground Handling (please select one)	❒ Existing ground handler will be used ❒ Will self-handle ❒ No ground handling required

The Operator must also notify BAC of the following information (for all of the Operator's aircraft using Brisbane Airport):

(a) Airline; and

(b) For all of the Operator's aircraft using Brisbane Airport:

(i) Aircraft type*; and

(ii) Landed tonnes*; and

(iii) Aircraft registration number*;

(iv) Maximum passenger capacity;

(v) Noise certification for the Aircraft (to enable BAC to determine whether the Aircraft is a Noise Non-Compliant Aircraft);

(c) For Operators at the Domestic Terminal and International Terminal:

(i) IATA-issued Airline Designator Code in the name of the Operator; and

(ii) IATA-issued Baggage Tag Issuer Code in the name of the Operator.

**this information is currently supplied to BAC by Airservices Australia and will not be separately required from the Operator unless this information ceases to be available from Airservices Australia in the future*

Part 2 – Operational Information Required from Regular Users

Operational Information

(a) In accordance with clause 3.3(1)(a), the Operator must also provide to BAC the information below:

(i) at least 24 hours before each flight to or from the Airport, to the extent such information is known at that time; and

(ii) within 24 hours of each flight to or from the Airport,

in a format and transmitted via such means as notified by BAC to the Operator from time to time. As at the Start Date, the information must be provided:

(iii) through AIDX feed via A-CDM; or

(iv) via email to:

- intops@bne.com.au (International Terminal)
- domops@bne.com.au (Domestic Terminal).

(b) Operational information to be provided:

(i) Aircraft registration number; and

(ii) flight number; and

(iii) origin; and

(iv) destination; and

(v) date of flight; and

(vi) scheduled time of arrival at, or departure from, the Airport; and

(vii) block time (actual time) of arrival at, or departure from, the Airport;

(viii) terminal gate number used;

(ix) freight carried (tonnes); and

(x) international flight passenger information in the format detailed in the table below (or such other format as BAC notifies from time to time):

International Flight Passenger Information	**Number**
Seating capacity of Aircraft	
Total passengers on Aircraft (excluding Operating Crew)	
Included in the total passengers are the following:	
Positioning Crew	
Infants	
Transits (within the International Terminal)	
Transfers (within the International Terminal)	
Domestic On-carriage Passengers (within the International Terminal)	

Passengers transferring to/from Domestic Terminal	

Charging Information

(a) In accordance with clause 9.4(1), within 5 Business Days of the end of each month, the Operator must provide the following information to BAC, in a format and transmitted via such means as notified by BAC to the Operator from time to time:

(i) Carrier
(ii) Flight_No
(iii) Aircraft Code
(iv) Registration
(v) Vector
(vi) Sector
(vii) Service Type
(viii) Gate
(ix) Departure_Airport
(x) Arrival_Airport
(xi) Actual_Local_Date
(xii) Actual_Local_time
(xiii) Adult_Pax
(xiv) Child_Pax
(xv) Infant_Pax
(xvi) Transit_Pax
(xvii) Transfer_Pax
(xviii) Domestic On-Carriage Pax
(xix) Operating Crew
(xx) Positioning Crew
(xxi) Total On Board
(xxii) Total Available Seats
(xxiii) SSR: Mobility Assistance - WCHR (MANUAL)
(xxiv) SSR: Mobility Assistance - WCHR (BATTERY)
(xxv) SSR: BLND
(xxvi) SSR: DEAF
(xxvii) SSR: Other Medical
(xxviii) SSR: Animals
(xxix) MTOW
(xxx) Noise certification for the Aircraft
(xxxi) Freight carried (tonnes).

(b) As at the Start Date, the above information must be provided:

(i) in the form of an excel data file, a copy of which has been provided to the Operator; and

(ii) emailed to aero.billing@bne.com.au

Aviation Services Agreement

Part 3 – Information Required from Occasional Users

Date	…….
Operator	……. ABN……..
Address	…… …… Tel:……. Email……..

General information	Arrival date / time ..... Departure date / time ..... Aircraft Type ..... Registration .....
Certificate of Registration holder (if not Operator)	Name ..... Address ..... Telephone .....
Owner (if not certificate of registration holder)	Name ..... Address ..... Telephone .....

Aviation Services Agreement

Schedule 4
Minimum Insurance Requirements

(c) The Operator must maintain at least the insurances set out below, each of which must also note:

(i) BAC's interest; and

(ii) the interest of the Commonwealth of Australia,

in respect of the Operator's use of the Airport.

(d) The required insurances are:

(i) Liability insurance as provided for in the following table (whichever is applicable) or such higher level of insurance cover that a prudent airline or Aircraft operator would ordinarily take out (as reasonably varied by BAC from time to time).

This liability insurance must be for a combined single limit for any one occurrence, covering passenger, baggage, cargo and third-party liability insurance.

Fixed Wing Aircraft

Aircraft Classification	**Minimum amount of liability insurance (for any one occurrence)**
10,000 kg MTOW or less	US$25,000,000
10,001kg – 28,000kg MTOW	US$210,000,000
28,001kg – 100,000kg MTOW	US$420,000,000
100,001kg – 170,000kg MTOW	US$700,000,000
170,001 kg MTOW and above	US$980,000,000

Rotary Wing Aircraft (Helicopters)

Aircraft Classification	**Minimum amount of liability insurance (for any one occurrence)**
Up to 2 passenger seats	US$5,000,000
3 and 4 passenger seats	US$10,000,000
More than 4 passenger seats	US$15,000,000

(ii) Insurance covering any and all liability excluded or limited under clause 5(2)(c) of this ASA.

Aviation Services Agreement

Schedule 5
Not used

Aviation Services Agreement

Schedule 6
Credit Application

BRISBANE AIRPORT CORPORATION PTY LTD

APPLICATION FOR CREDIT

TRADING NAME

BUSINESS NAME	TELEPHONE
	( )

POSTAL ADDRESS

PROPRIETOR/S PARTICULARS

1. SOLE TRADER

FULL NAME	DATE OF BIRTH
	/ /

RESIDENTIAL ADDRESS

REGISTERED BUSINESS No.	DATE REGISTERED	TYPE OF BUSINESS	YEARS TRADING

BANK	BRANCH

2. PARTNERSHIP (DETAILS OF ALL PARTNERS)

FULL NAMES / PARTNERS	ADDRESS	DATE OF BIRTH
(i)		/ /
(ii)		/ /
(iii)		/ /
(iv)		/ /

REGISTERED BUSINESS No.	DATE REGISTERED	TYPE OF BUSINESS	YEARS TRADING

BANK	BRANCH

3. LIMITED LIABILITY COMPANY

NAME OF COMPANY	ACN	DATE OF INCORPORATION
		/ /

REGISTERED OFFICE ADDRESS

DETAILS OF ALL DIRECTORS

FULL NAMES / DIRECTORS	RESIDENTIAL ADDRESS	DATE OF BIRTH
(i)		/ /
(ii)		/ /
(iii)		/ /
(iv)		/ /

TRADE REFERENCES

MINIMUM OF 3 TRADING ACCOUNTS

NAME	TELEPHONE
(i)	( )
(ii)	( )
(iii)	( )

PLEASE SIGN BELOW UPON COMPLETION

CREDIT LIMIT REQUIRED **$**

SIGNED

1. ..... **2.** .....
3. ..... **4.** .....

PRIVACY ACT ACKNOWLEDGEMENT AND CONSENTS

1. Acknowledgement

The applicant(s) ("Operator") acknowledge(s) that Brisbane Airport Corporation Pty Ltd has informed me/us in accordance with the provisions of Part IIIA (Credit Reporting) of the *Privacy Act 1988* that certain items of personal information about me/us contained in this application or which may be subsequently obtained by Brisbane Airport Corporation Pty Ltd may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, discharges, cheques twice dishonoured and serious credit infringements.

2. Applicant for credit's consents

The Operator consents to the following:

(a) Brisbane Airport Corporation Pty Ltd obtaining from a credit reporting agency a credit report containing personal information about the Operator for the purpose of Brisbane Airport Corporation Pty Ltd:

(i) collecting overdue payments in respect of commercial credit provided to me/us (Privacy Act s 20F(1)); and

(ii) assessing my/our application for commercial credit on an on-going basis (Privacy Act s 20F(1)); or

(iii) assessing my/our application for consumer credit (Privacy Act s 20F(1));

(b) **Brisbane Airport Corporation Pty Ltd's nominated trade insurer (if any) may obtain from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to Brisbane Airport Corporation Pty Ltd in relation to my/our application for commercial credit with Brisbane Airport Corporation Pty Ltd (Privacy Act s 20F(1)); and**

(c) **Brisbane Airport Corporation Pty Ltd may give to and seek from any credit provider named in this application for credit or in a credit report issued by a credit reporting agency information about my/our credit arrangements, including any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act (s 21G).**