



Apron Services Licence

DETAILS		
Item 1	Date of Licence	[[insert date]]
Item 2	Us/We/Our	<p>Brisbane Airport Corporation Pty Ltd ABN 54 076 870 650 of 11 The Circuit, Brisbane Airport, Queensland 4008</p> <p>Our Representative: [[insert name of BAC Representative for the Services]]</p> <p>Tel: 07 3406 3000 Fax: 07 3406 3111</p>
Item 3	You/Your	<p>[[insert name of Servicing Agent]]</p> <p>ABN: [[insert ABN of Servicing Agent]]</p> <p>of [[insert street address of Servicing Agent to be used for service of notices]]</p> <p>[(the Servicing Agent)]</p>
Item 4	Commencement Date and Term	<p>This Licence commences on the date it is executed by Us (Commencement Date) and continues until the earlier of:</p> <p>(a) the date it is terminated in accordance with these conditions; and</p> <p>(b) the end of the next Northern Winter Season after We grant You the Licence.</p> <p>(the Term)</p>
Item 5	Licence components	<p>This Licence comprises:</p> <p>(a) Part A – the operational conditions about the way in which We make the Airport available to You, and the way You provide Apron Services at the Airport;</p> <p>(b) Part B – additional general provisions about Our contractual relationship with You; and</p> <p>(c) Annexure A.</p> <p>and to the extent of any inconsistency, the higher listed document prevails.</p>
Item 6	Public Liability Insurance	<p>\$50 million</p> <p><i>Policy must cover airside activities</i></p>

Executed as an agreement:

Signed for and on behalf of Us by Our authorised representative:

Signed for and on behalf of You by Your authorised representative:

Signature of witness

Signature of authorised representative

Signature of witness

Signature of authorised representative

Name of witness

Name of authorised representative

Name of witness

Name of authorised representative

PART A – OPERATIONAL CONDITIONS

A1 Licence to provide Apron Services

A1.1 Application to provide Apron Services

If You require access to the Apron to provide Apron Services, You must apply to Us in writing for a Licence by:

- (a) executing this Licence; and
- (b) providing to Us such information as We may require when considering Your application, including:
 - (i) the information required by the form in Annexure A;
 - (ii) reasonable evidence that You have appropriate procedures that comply with:
 - (A) Our security requirements; and
 - (B) Our emergency requirements; and
 - (C) safety requirements (if applicable)
 - (D) any applicable laws; and
 - (iii) the names, addresses, telephone numbers, facsimile numbers and all other contact details for Your key personnel (We must be able to contact You at any time during the day or night in respect of any emergency, security matters or operational matter with respect to Your use of the Airport),

We will not consider Your application until We are satisfied that You have provided this information completely.

We will confirm Our grant of a Licence to You promptly, and in writing.

You must promptly notify Us in writing of any changes to this information throughout the Term.

A1.2 Non-exclusive licence to use the Apron

If We accept Your application under clause A1.1, We grant to You, on a non-exclusive basis, a licence to use the Apron for the purpose of providing Apron Services at the Airport and to operate the Ground Service Equipment in the provision of the Apron Services.

A1.3 Continuation of Licence

If, by one month prior to the end of the period specified in Item 4 of the Details:

- (a) You have told Us that You wish to continue to provide Apron Services at the Airport; and

- (b) You have updated any of the information that You provided under clause A1.1(b); and

- (c) You have provided to Us evidence that You have taken out the insurances required by clause B1.3; and

- (d) You are not otherwise in breach of this Licence,

then We may (in Our absolute discretion) extend Your Licence until the end of the next Northern Winter Season. Unless We otherwise advise You, the extended Licence will be on the same terms as the original Licence.

A1.4 Your rights are contractual only

Your rights under these conditions are contractual only. You do not have an interest or estate in any land at the Airport, and no tenancy over the Apron or any other area of the Airport is created. You may not lodge a caveat against any land at the Airport just because You have a Licence under these conditions.

A2 Use of Apron for Apron Services

A2.1 Apron to be used for Apron Services

The Apron must not, subject to any other agreement to the contrary, be used other than for performing the Apron Services in accordance with these conditions.

A2.2 No obstruction to other users

You must not obstruct or cause interference to the movement of Ground Service Equipment owned, leased, licensed and operated by any other user of the Apron.

A2.3 Storage of Ground Service Equipment

Aprons are marked in accordance with the Manual of Standards Part 139 as either an:

- (a) Equipment Clearance (Staging) Area; or
- (b) Equipment Storage Area.

Only the Ground Service Equipment required for imminent aircraft turnaround is permitted in an Equipment Clearance (Staging) Area.

All other Ground Service Equipment not required for imminent aircraft turnaround is to remain in an Equipment Storage Area.

When the Ground Service Equipment is not in operation it must be stored in the general Ground Service Equipment storage area designated by us, from time to time, for that purpose. We will let You know where this area is or You may ask us.

You must only use Ground Service Equipment that is listed at Annexure A and has been approved by Us. You must advise Us of any changes to the Ground

Service Equipment by providing Us with a revised Annexure A.

A2.4 Storage of aircraft pushback tugs

Aircraft pushback tugs not in use may only be parked on the Apron in areas designated by us, from time to time, for that purpose. We will let You know where this area is or You may ask us.

A3 When can You use the Apron?

A3.1 Safety standards for use of Ground Service Equipment

You must comply with all applicable safety standards for the use of Ground Service Equipment. This includes safety standards imposed either by Us or by a regulatory authority empowered to regulate the use of Ground Service Equipment.

A3.2 Efficient use of the Apron

You may use the Apron whenever necessary to meet Your expected Apron Service demands.

You must use Your best endeavours to facilitate the efficiency of operation of other users of the Apron including, without limitation:

- (a) promptly and efficiently conducting Your own operations in providing Apron Services;
- (b) promptly removing Your Ground Service Equipment from the Apron when not in operation;
- (c) effectively communicating factors affecting safety or schedule; and
- (d) recording operational information and conveying information as and when required by Us.

We encourage all users to co-operate in the use of the Apron.

A3.3 Training requirements

You must ensure that You and Your Associates have been:

- (a) properly trained in the use of (to the standard required by Us from time to time); and
- (b) authorised by Us to use,

the following equipment in any of the terminals at the Airport:

- (a) aerobridges;
- (b) late baggage lifts; and
- (c) such other equipment of ours as notified to You from time to time,

before they may start using that equipment.

The type, level, frequency and provider of this training must be to Our reasonable satisfaction, and You must provide to Us evidence of that training immediately upon request.

A4 Use of Apron and Ground Service Equipment

A4.1 Aviation Security Identification Card

As security restrictions apply to the Apron, You must ensure that Your Associates wear a valid Aviation Security Identification Card (**ASIC**) and that they comply with all reasonable directions given to You by us, the Department or by any other lawful authority.

A4.3 Dangerous or offensive conduct

You must not (and You must ensure that Your Associates do not) do anything on or in the vicinity of the Apron which in Our reasonable opinion is annoying, dangerous or offensive to Us or any other user of the Apron or the Airport. In particular, You must ensure that Your Associates do not smoke in designated 'no smoking' areas at the Airport (which includes all Aprons).

A4.4 Dangerous of hazardous substances

You must not, without Our approval, bring or leave in or permit to be brought in or left any offensive, hazardous or dangerous substance on the Apron or in the vicinity of the Apron.

A4.5 Cleanliness of the Apron

You must not:

- (a) cause or permit any rubbish to be placed, thrown or dropped on or about the Apron and must at all times ensure that the Apron is kept clean and tidy; and
- (b) refuel, clean, grease, oil, repair or wash any of Your Ground Service Equipment on the Apron, without Our prior approval.

If You do not comply with these requirements to Our reasonable satisfaction, We will clean the Apron at Your expense.

A4.6 Handling of passenger luggage

You must handle passenger luggage and cargo in accordance with Australian and International laws, treaties, conventions and guidelines.

A4.7 Our airside driving rules

You must ensure that all appropriate licences, authorities, approvals, consents and registrations are maintained:

- (a) for the Apron Services and the Ground Service Equipment; and
- (b) in compliance with Our air side driving rules and vehicle registration requirements as notified by Us from time to time. These are contained in Our

Airside Drivers Handbook, as amended by Us from time to time.

A4.8 IATA requirements

Without limitation You must use Your best endeavours to comply with recommendations for the provision of Apron Services specified in the International Air Transport Association (IATA) Airport Handling Manual from time to time.

A4.9 Movement of Ground Service Equipment

All Ground Service Equipment must use the airside road to move between bays except if it is too high to move under fixed link aerobridges. Subject to approved operating procedures, direct movement between adjacent bays is permitted. You must act safely when moving between adjacent bays.

A5 Our directions about airside use

A5.1 We may give You directions

We have the discretion to give You directions (either orally or in writing) at any time concerning Ground Service Equipment movements, Your use of the airside areas, refuelling and any matters in connection with the use of the Apron and the provision of Apron Services.

A5.2 You must follow Our directions

You must at all times observe and conform to all directions as Well as all rules made by Us from time to time in relation to the use of the airside area, the Apron and the Ground Service Equipment. You must follow Our instructions or any instructions given by anyone We appoint to act on Our behalf. We may require You to comply immediately with a safety or security direction.

A5.3 Airports Act 1996 (Cth) & other laws

You must at all times observe and conform to:

- (a) the *Airports Act 1996* and the *Airports (Transitional) Act 1996* and all regulations made under or by virtue of those Acts. This includes the *Airports (Control of On-Airport Activities) Regulations 1997*, which details such things as airside vehicle registration, airside driving and airside parking requirements; and
- (b) all other laws applying to the Airport.

A6 Control of the Apron

A6.1 We retain control of the Apron

We will retain possession of and full control over the Apron at all times, and You acknowledge that We may need to change the size or location of those Aprons (including as a result of any redevelopment by Us of either the Domestic Terminal or the International Terminal).

A6.2 Our access to the Apron

We will have full and free access to the Apron at all times.

A7 Repair and maintenance of Ground Service Equipment

A7.1 Obligation to maintain

You must take proper care of Your Ground Service Equipment and ensure that at all times it is in good condition and proper and safe working order.

A7.2 Repair of Ground Service Equipment

You must promptly repair (using appropriately qualified service personnel) any of Your Ground Service Equipment that is not working properly or that has been damaged. If You do not promptly repair Your Ground Service Equipment We may request either orally or in writing for You to do so.

A7.3 Failure to repair and maintain Ground Service Equipment

If You do not repair any of Your Ground Service Equipment when requested by Us to do so We may direct You to remove that piece of Ground Service Equipment from the Apron and if You do not comply with Our direction within a reasonable time We may remove the equipment at Your expense and at Your risk.

A8 Maintenance of the Apron surface

A8.1 Our obligations to maintain the Apron

Subject to this clause We will take reasonable steps to maintain the surface of the Apron in a condition that is suitable for normal aircraft operations.

A8.2 Your obligations to maintain the Apron

You are responsible for the cost of any repairs to or cleaning of the surface of the Apron where the need for those repairs or that cleaning is caused by any act, omission, negligence or default by You or Your Associates including, without limitation, fuel or oil spills and the incorrect usage of any hydraulic feet on Your Ground Service Equipment (fair wear and tear excepted).

A8.3 Maintenance and cleaning of Apron

We will carry out the repairs to or cleaning of the surface of the Apron referred to in clause A8.2 unless We direct You to carry out part or all of the repairs or cleaning. For clarity, any repairs or cleaning carried out by Us or You pursuant to clause A8.2 will be at Your expense.

A9 Your general environmental obligations

You must:

- (a) comply with the Airport Environment Strategy in its use or occupation of the Apron and the Airport;

- (b) comply with all Environmental Laws with respect to carrying out the Apron Services and Your use of the Airport;
- (c) obtain and comply with any consent, authorisation or licence required by an Environmental Law to carry out the Apron Services;
- (d) provide all reasonable assistance to and comply with all reasonable requests of the Airport Environment Manager regarding Your use or occupation of the Apron and the Airport, including providing environmental monitoring data and monitoring reports to the Airport Environment Manager; and
- (e) take all steps necessary to prevent or minimise the release of a pollutant or contaminant (including a Hazardous Contaminant) which may cause or is likely to cause harm to the Apron, the Airport or the Environment.

A9.1 Hazardous Contaminant

Unless otherwise approved by the Airport Environment Manager, You must not:

- (a) use, store or handle a Hazardous Contaminant on the Apron or at the Airport; or
- (b) release a Hazardous Contaminant (whether by act or omission) on the Apron, at the Airport or to the Environment.

If You have a Hazardous Contaminant on the Apron which the Airport Environment Manager has not approved, You must promptly:

- (a) remove the Hazardous Contaminant;
- (b) take all steps necessary to Clean-up any related Pollution; and
- (c) comply with any other reasonable requirement of the Airport Environment Manager regarding the use, storage or handling of the Hazardous Contaminant.

A9.2 Notifications

You must notify the Airport Environment Manager as soon as You become aware of any of the following:

- (a) a leak, spill, escape, release, or loss of containment of any substance (including any Hazardous Contaminant or pollutant) on or from the Apron whether or not that leak, spill, escape, release, or loss of containment directly or indirectly causes or is likely to cause harm to the Apron, the Airport or the Environment;
- (b) a complaint (whether written or oral) relating to the Environment, received by You in relation to the use or occupation of the Apron or the Airport; or
- (c) a notice, order, direction or other communication received by You from any relevant authority in connection with Your use or occupation of the Apron or the Airport.

You must provide the Airport Environment Manager as soon as practicable, details and copies of any notice, order, direction, or other communication received from any relevant authority concerning any matter referred to in this clause A9.

A9.3 Environmental liabilities

Despite any other provision of this licence, You indemnify Us to the maximum extent permitted by law against all Environmental Liabilities incurred by Us:

- (a) arising directly or indirectly from Your use or occupation of the Apron and the Airport; and
- (b) whether arising before, during or after the expiration or termination of this Licence,
- (c) except to the extent that they are caused or contributed to by Our negligent act or omission, or wilful default.

A10 Responsibility for Associates

You are responsible for the conduct of Your Associates. You must ensure they observe these conditions.

A11 Adequacy of staffing levels

You must ensure that there are sufficient staff on duty to operate Your Ground Service Equipment and to efficiently deal with anticipated Apron Services demands without undue disruption to Our operation of the Airport or the use of the Airport by others.

A12 Termination of Your right to use the Apron

We may terminate Your right to use the Apron to provide Apron Services immediately:

- (a) by giving You written notice if You omit or fail to observe any term of these conditions and, if the failure can be remedied, You do not remedy the breach within 7 days of receiving a written notice from Us to do so; or
- (b) when You cease to conduct or provide Apron Services at the Airport.

A12.2 Your obligations if Your right to use the Apron ceases

Once this Licence is terminated or otherwise comes to an end, You must immediately remove Your Ground Service Equipment from the Apron. Otherwise We will remove it at Your risk and at Your expense.

A13 Act, Regulations and Rules

A13.1 Our obligations under the Airports Act 1996 (Cth)

You accept that We are responsible for administering the Airport in accordance with the *Airports Act 1996* and the *Airports (Transitional) Act 1996* and the regulations made under or by virtue of those Acts.

You must ensure that Your Associates do nothing to prevent Us from observing Our obligations under these Acts and any subordinate legislation made under those Acts.

A13.2 Our rules

You agree that We can make rules for the day to day operation of the Apron and the Airport that will bind You. You and Your Associates must comply with those rules at all times.

or Our employees or agents contributed to the Claim.

PART B – GENERAL CONDITIONS

B1 Indemnity, release and exclusion

B1.1 Your indemnify us

1. Subject to clause B1.1(2) and without limiting any other right or remedy of Ours, You indemnify Us against:
 - (a) any liability to or Claim by a third party (including Your Associates); and
 - (b) all costs, expenses (including those payable to consultants, lawyers and other advisors), fines, penalties, losses and damages suffered or incurred by Us,

arising directly or indirectly out of or in connection with any:
 - (a) breach of this Licence;
 - (b) intentional act or omission; or
 - (c) negligent act or omission,of You or Your Associates.
2. The indemnity in clause B1.1(1) will be reduced to the extent that a negligent act or omission or wilful default by Us or Our employees or agents contributed to the liability, costs, expenses, fines, penalties, losses or damages.
3. All obligations to indemnify under this Licence survive termination of this Licence.

B1.2 Exclusion of Our liability

You occupy and use the Apron at the Your risk.

We are not liable for any Claim by You, Your Associates or any person in respect of or arising from:

- (a) any fault in the construction or state of repair of the Apron;
- (b) any defect in the Services or Our plant and equipment not working properly; or
- (c) the flow, overflow, leakage, condensation or breakdown of any water, air conditioning, gas, oil or other source of energy or fuel affecting any part of the Apron; or
- (d) any other cause except to the extent that a negligent act or omission or wilful default by Us

B1.3 Insurance

You must take out and maintain all public liability, property damage insurance, comprehensive motor vehicle, plant and equipment insurance and any other insurance required from time to time by us, and if relevant note Our interest. That insurance must be for an amount We reasonably determine from time to time but must not be less than the amount set out in the Item 6 of the Details. You must produce evidence of the insurance and payment of premiums at Our request.

B2 Changing these conditions

We may, at any time, change these conditions provided that We have:

- (a) first consulted with You at least 60 days before changing these conditions; and
- (b) given You at least 30 days' notice of any changes to these conditions.

B3 Legal & other costs and stamp duty

On demand, You must pay:

- (a) the legal costs and expenses associated with the enforcement of this Licence and any consent that We may give or refuse under this Licence; and
- (b) any stamp duty payable on this Licence; and
- (c) as a debt due to us, any cost or expense which We incur because of something You Were required to do under this Licence but have not done.

B4 Service of notices

Any notice or invoice for payment is sufficiently served if:

- (a) served personally or addressed to You and left at the address stated in Item 3 of the Details;
- (b) sent to Your facsimile number; or
- (c) forwarded by prepaid registered post to Your last known registered office, place of business or residence.

B5 Assignment of rights

You must not assign, sublet or under licence any of Your rights under this Licence without Our prior written consent.

B6 Entire agreement & applicable law

This is the entire agreement and supersedes all prior agreements, understandings and negotiations between us.

This Licence is to be read according to the laws in force in Queensland to the extent that those laws apply to the Airport. You submit to the non-exclusive jurisdiction of the courts of Queensland.

B7 Licence termination

B7.1 Requirements of the Airports Act 1996 (Cth)

This Licence terminates automatically upon the creation of an interest in this Licence in favour of a person that is, either alone or with one or more associates, in a position to exercise control over either or both of:

- (a) the operation of the whole, or a substantial part of, the Airport; and
- (b) the direction to be taken in the development of the whole, or a substantial part of, the Airport.

B7.2 Sub-licence of this Licence

If there is a sub-licence of this Licence or any further under licence of this Licence then this Licence or any further under licence of this Licence must contain a provision to the same extent as this clause B7.2.

B8 Definitions

Airport means Brisbane Airport, Brisbane, Australia.

Airports Act means the *Airports Act 1996* (Cth), the *Airports (Transitional) Act 1996* (Cth) and any regulations made under those Acts.

Airport Environment Manager means the person appointed by Us to act as Airport Environment Manager and includes any person acting in that capacity for the time being.

Airport Environment Strategy means the strategy in force at any time during the term of this licence which has been developed and approved by the responsible Minister under the Airports Act and implemented by Us for the management of the Environment at the Airport.

Apron means those areas of the International Terminal and the Domestic Terminal surrounds that We have designated as Apron (and any variation to those areas as designated by Us from time to time) including the Equipment Clearance (Staging) Areas and Equipment Storage Areas within which You are permitted to provide Apron Services.

Apron Services includes without limitation passenger handling, baggage handling, cargo handling, general aircraft servicing (engineering and catering), aircraft refuelling and the use of Ground Service Equipment for the purpose of aircraft servicing.

Associates include the employees, officers, agents, contractors and invitees of the Servicing Agent.

Claim includes any claim or legal action.

Clean-up means to remediate, rehabilitate or restore land, or to take action to prevent or minimise Serious Environmental Harm, Material Environmental Harm or, if caused by Soil Pollution, Environmental Nuisance.

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

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

Environment includes:

- a) ecosystems and their constituent parts, including people and communities;
- b) all natural and physical resources;
- c) the qualities and characteristics of locations, places and areas, however large or small, that contribute to their biological diversity and integrity, intrinsic or attributed scientific value or interest, amenity, harmony and sense of community; and
- d) the social, economic, aesthetic and cultural conditions that affect, or are affected by, things mentioned above.

Environmental Law means a law relating to the Environment, including the Airports Act, any statute, subordinate legislation and common law in force at any time during the Term, including laws relating to land use, planning, heritage conservation, natural resources, pollution, contamination, waste, dangerous goods, Hazardous Contaminants, greenhouse gases, and biodiversity.

Environmental Liabilities means, in relation to the Environment, all claims, actions, losses (including economic loss), costs (including Clean-up and remediation costs, legal fees and consultants fees), fines, government fees or charges brought against or incurred by Us

Environmental Nuisance has the same meaning as in section 131D of the Airports Act.

Ground Service Equipment means Your ground service equipment listed at Annexure A as updated from time to time and any other piece of equipment or vehicle specified by Us as being Your ground service equipment.

Hazardous Contaminant means a substance that, if improperly treated, stored, disposed of or otherwise

managed, is likely to cause Serious Environmental Harm or Material Environmental Harm because of:

- e) its quantity, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, explosiveness, radioactivity or flammability; or
- f) its physical, chemical or infectious characteristics.

International Terminal means that part of the Airport primarily dedicated to airline and aircraft operations to and from Australia.

Licence means this licence agreement, including any annexures or schedules to it.

Material Environmental Harm has the same meaning as in section 131C of the Airports Act.

Northern Winter Season means the period beginning on the last Sunday in October of each calendar year and ending on the last Saturday in March of each calendar year.

Pollution has the same meaning as in Regulation 1.05 of the *Airports (Environment Protection) Regulations 1997* (Cth).

Serious Environmental Harm has the same meaning as in section 131B of the Airports Act.

Services means all gas, electricity, telephone, water, sewerage, fire prevention and security services and all other services provided on or under the Apron or made available for use by users of the Apron.

Soil Pollution has the same meaning as in Regulation 2.03 of the *Airports (Environment Protection) Regulations 1997* (Cth).

Annexure A

Information required from Servicing Agent when requesting Licence
(clause A1.1(b))

Date		
Servicing Agent	[[insert name of Servicing Agent]]	
Contact Details	Your Representative	Security/emergency contact person (if different to Your Representative)
	Name.....	Name.....
	Ph:	Ph:
	Email:.....	Email:.....

Table 1 – Ground Service Equipment used for imminent aircraft turnaround

Item	AUA No.	Model	Model Year	Quantity	Power source (if applicable)

Table 2 – Ground Service Equipment used for all other Apron Services

Item	AUA No.	Model	Model Year	Quantity	Power source (if applicable)