TOOWOOMBA WELLCAMP AIRPORT TERMS OF USE

BRISBANE WEST WELLCAMP AIRPORT PTY LTD

For Toowoomba Wellcamp Airport

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This Terms of Use is dated the 1st day of July 2020

BACKGROUND TO THE INTRODUCTION OF THESE AGREED TERMS OF USE

Brisbane West Wellcamp Airport (**YBWW**) is a privately owned and operated, publicly accessible, jet-capable facility located 15 kilometres west of the city of Toowoomba in south-east Queensland, Australia. Brisbane West Wellcamp Airport Pty Ltd (**BWWA**) is the operator of the Airport.

Wellcamp Airport can operate 24 hours daily with no curfew applying.

Runway 12/30 is a Code 4 non-precision runway and is 2870 m long and 45 m wide. Refer to ERSA for full details

All runways and taxiways meet current standards and requirements for directional lighting and movement area guidance signs.

These agreed terms of use shall have operation and effect from 10th August 2020. As from that date, BWWA's supply of Aeronautical Services and Government Mandated Services to Aircraft Operators will be on these agreed terms of use in return for which Aircraft Operators will pay to BWWA the Charges and comply with all other obligations imposed upon the Aircraft Operator by these agreed terms of use.

Important note regarding acceptance of these terms of use:

If you continue to use our Airport, or our Facilities and Services after being notified of the existence and content of this document, then such continued use shall constitute acceptance of these terms of use for the Airport as amended from time to time.

1. AGREED TERMS OF USE

1.1 General Matters and Interpretation

(a) You are contracting with **Brisbane West Wellcamp Airport Pty Ltd** (**BWWA**) a company formed to operate the Toowoomba Wellcamp Airport, Wellcamp, Queensland, Australia.

(b) We agree to supply the Facilities and Services to you in accordance with:

(1) Any formal written properly executed Heads of Agreement between us;

(2) These agreed terms of use; and

(3) All Legislation.

(c) We may agree to supply other non-specified services in our absolute discretion.

(d) In consideration of the supply by us of the Facilities and Services you agree to pay the Charges specified and otherwise comply with your obligations under these terms of use as varied from time to time.

(e) Your agreement with us is as set out in these Terms of Use and any Heads of Agreement between us, and each schedule to each of those documents, comprise the agreement between you and us.

(f) If there is a conflict between these Terms of Use and any Heads of Agreement, the terms of the Heads of Agreement shall prevail.

(g) In these agreed terms of use, unless the contrary intention appears:

(1) The singular includes the plural and vice versa and words importing a gender includes other genders; other grammatical forms of defined words or expressions have corresponding meanings; and

(2) A reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or a schedule or annexure to this document and a reference to this document includes any schedules and annexure as novated, altered or replaced from time to time.

(h) A reference to **A$**, **$A**, **dollar**, or **$** is a reference to Australian currency.

(i) A reference to a specific time for the performance of an obligation is a reference to that time in the State or Territory or other place where that obligation is to be performed.

(j) A reference to a party includes its executors, administrators, successors and permitted assigns and persons to whom these terms of use are novated.

(k) Words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

(l) A reference to a statute or statutory provision includes:

(1) A statutory provision which supplements, amends, extends, consolidates or replaces it; and

(2) Any applicable orders, regulations, instruments or other delegated legislation.

(m) The word "including" implies that the immediately following list is not exhaustive and without limitation.

1.2 Definitions And Abbreviations

A.B.N. means Australian Business Number in accordance with the definition located at s41 of the *A New Tax System (Australian Business Number) Act 1999*.

Aerobatic Flight means flight manoeuvres conducted in accordance with C.A.R 155 and means any flight sequences conducted beyond normal straight and level, climb and descent and rate 1 turn manoeuvrers.

Aerobridge means the aerobridge or aerobridges located at the Airport terminals and used by you for Embarking Passengers and Disembarking Passengers.

Aerodrome Manual means a manual required under the Civil Aviation Safety Regulations (**CASR**) as amended from time to time in respect of a licensed airport setting out in the approved form, particulars of and operating procedures for the airport. Those manuals are located in BWWA's Operations Office, and available to be viewed by users of the Airport on request.

Aeronautical Charge or **Charges** means amounts payable pursuant to these terms of use or otherwise notified to you in writing and includes all of those charges listed in Schedule 1 which are payable by you in consideration for your use of the Facilities and Services.

Aircraft includes fixed wing aircraft, helicopters, balloons-powered and unpowered and their parts and accessories, equipment and stores.

Aircraft Operator means the person whose name appears on the Aircraft register as the operator of the Aircraft, the holder of the Certificate of Registration with respect to the Aircraft or any person who with the authority of the holder of the Certificate of Registration for the Aircraft and the written authority of BWWA operates that Aircraft when it arrives or departs the Airport.

Aircraft Owner means that person named on the Certificate of Registration for the relevant Aircraft.

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

APC means Aircraft Parking Charges as set out in this Contract or otherwise agreed between you and us in writing.

Aircraft Register means the register of Australian civil aircraft established pursuant to Regulation 47.025 of the *Civil Aviation Safety Regulations 1998* (CASR).

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

Aircraft Parking Charges (APC) means Aircraft parking charges levied by the Airport which do not comprise General Landing Charges.

Airport means the physical site known as Wellcamp Airport, and includes all hangars, buildings, roads and other areas and facilities within the boundaries of the Airport and beyond as varied from time to time.

Airport Emergency Plan (AEP) means a plan developed by the Airport operator to co-ordinate all

agencies and their individual Airport emergency procedures and State or area supporting plans for dealing with an Airport emergency.

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

Airport Exercises are mandatory exercises required to be done by the Airport operator from time to time to amongst other things test the ability of us, you, and any other parties to react to any emergency situation on the Airport.

Airport Facilities means the buildings and services (including water, electrical, sewerage, gas ramp areas, plant, fixed equipment and other fixed items) located at the Airport and leased, owned, operated and controlled by BWWA.

Airport General Access Charge means a fee charged for access to the airport and conduct of business thereon. This fee may be rebated in part or in full dependent upon the level of compliance with these terms and conditions of the operator, his staff, representatives, contractors or agents or any associated entity whether a corporation or real person.

Airport Services Charges (ASC) means the charges for the use of the Airport's runways, taxiways and apron areas.

Airport Security Committee means the committee convened for the purposes of administering Airport security.

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

Airside Escort (AE) is the task of escorting personnel and equipment Airside.

Airside Environmental Charges (AECS) means charges levied by BWWA for cleaning up fuel and hydraulic spills or other Airside equipment and infrastructure damage on the apron, taxiway and runways of the Airport.

Airside Escort Charges (AEC) means charges levied by BWWA for escorting vehicles and personnel Airside.

AMS means Aviation and Maritime Security, Infrastructure, Transport Security and Customs Group Department of Home Affairs

Associate means a person or company whose relationship to you, or whose arrangements or understandings with you, are such that, in our reasonable opinion, that person or company should, in relation to the Airport or any Services, be treated in all relevant respects in the same way as you.

ASIC means Airport Security Identification Card.

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

Aviation Infrastructure and Facilities Investments means those projects at our Airport that we invest in to expand or improve aviation services including, but not limited to runways, taxiways and the apron; aerobridges; terminal and other buildings; or new developments (for example, new large aircraft (**LA**) works and major new ground transport infrastructure).

Aviation Services and Aeronautical Services means those Aircraft movement facilities and activities and passenger processing facilities and activities set out in Schedule 3 but excluding services provided

by us to commercial ground transport operators, fuel companies and fuel suppliers; and includes those services set out in Condition 2 of these terms of use.

Baggage Handling System (BHS) means the physical baggage handling system which transports baggage from counters along conveyor belts to the laterals (as more particularly described in Schedule 4) but does not include the transport of baggage from the laterals to Aircraft.

Bank Guarantee means an unconditional undertaking by an Australian bank on terms acceptable to us to pay the amount of the bank guarantee on demand.

Bond means monetary security to be provided by you, if any.

BWWA means Brisbane West Wellcamp Airport Pty Ltd (A.B.N.: 64 092 683 568).

CASA means the Civil Aviation Safety Authority.

Certificate of Registration means for an Aircraft the certificate of registration issued by the CASA under Regulation 47.090 of the CASR; or for Foreign Aircraft this means the registration of the Aircraft on a national register of Aircraft other than the Australian Civil Aircraft Register.

Charges means each and all of Aeronautical Charges, APC's, ACS's and any other amount due and owing to us by you or your Associates.

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

Claim means and includes any action, proceedings, demand, costs, charges and expenses of any kind or nature.

Commercial Operations shall include all aircraft above 5,700 kg MTOW, all twin engine aircraft and all aircraft of which the registered owner is a corporation or business entity of any description.

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

Common User Conditions means the conditions in Schedule 4.

Common User Facilities includes the Aerobridge, the BHS, the Counters, the Departure/Arrival Equipment, the FIDS, our equipment, and the PA system, and any other common user facilities listed in clause 2.10 which common user facilities form part of the Facilities and Services provided by us.

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

(a) is not trivial in character; or

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

(c) If generally available to the public, so became available to the public as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence on the part of the other party.

Consequential Loss means:

(a) any indirect damages, costs or expenses;

(b) any damages arising directly or indirectly from any loss of use;

(c) any damages arising directly or indirectly from any loss of revenue, loss of profit, loss of opportunity to make a profit, loss of business, loss of business opportunity, loss of goodwill or loss of capital;

(d) any damages arising directly or indirectly from any data corruption, loss of data, recommission or reloading of computer hardware or software or any down-time costs;

(e) any other form of pure economic loss damages or consequential damages that are not referred to in paragraphs (a) to (d); or

(f) Any special, exemplary, punitive or incidental damages.

Counter means those counters in the Airport terminal used for but not limited to the check in, service and sale counters for use by your customers.

Counter Equipment means the equipment at each Counter which is not owned by us.

Departure/Arrival Equipment means the terminal, the Aerobridge, the nose-in guidance equipment and departure gate counters where applicable.

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

Domestic Operations means any Aircraft or passenger operations including travelling from an origin and travelling to a destination within Australia.

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

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

ERSA means En Route Supplement Australia.

Facilities and Services means all or any part of our Aircraft landing, take-off, movement and parking facilities (including but not limited to the runways and taxi-ways), the passenger processing facilities and services, and includes the Aviation Services, Government Mandated Services, the Common User Facilities, the General Airport Services and any other part of our Airport generally.

FIDS mean Flight Information Display Systems.

Flight has the same meaning as is given to that term in s3 of the *Civil Aviation Act 1988*.

Foreign Aircraft means an Aircraft Registered on a national register of aircraft other than the Australian Civil Aircraft Register.

General Airport Services means those services and facilities that we provide to users of the Airport other than Aviation Services, Government Mandated Services and Common User Facilities, but include those services which are generally provided to airlines and Aircraft Operators at airports such as airline offices, passenger lounges, Landside storage areas within terminal areas, staff car parking and leased

sites and buildings for office, freight, aircraft maintenance, catering and similar services.

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

General Landing Charges (GLC) means charges for General Aviation Operations calculated by a dollar amount multiplied by Maximum Take-Off Weight (**MTOW**).

Glider means a non-power driven Aircraft or any Aircraft normally described as a powered glider.

Government Mandated Charges means those charges levied by us and payable by you in accordance with these terms of use, in accordance with Commonwealth government, Ministerial or OTS direction, and legislation.

Government Mandated Costs means those costs incurred by us for providing to you the Government Mandated Services which are permitted to be passed through to Airport users pursuant to a direction by the relevant Minister including BWWA's own cost in administering the Government Mandated Services.

Government Mandated Services means those services that we provide to you which are mandated by the Commonwealth government (in applicable legislation and Ministerial or OTS directions) or other lawful authority which includes, but is not limited to, the services set out at Condition 7 of these terms of use.

Ground Handling Services means the provision by an airport of all or some of the following services; passenger check-in, baggage handling, Aircraft cleaning, Aircraft catering, Aircraft maintenance and/or Aircraft engineering.

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

GST means any tax imposed on a supply by or through the GST Act and any successor of the GST Act.

Heads of Agreement means a formal written and properly executed Heads of Agreement between us.

IATA means International Air Transport Association.

Infant means a child less than two years of age who has not paid to occupy a seat on an Aircraft.

Interest Rate means a rate of interest per year, reasonably determined by the BWWA Board of Directors.

Key means any form of access control whether mechanical or electronic in nature.

Landside means that portion of the Airport not designated as Airside and to which the general public normally has access.

Legislation includes all Commonwealth and Queensland Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or Aircraft using it, including but not limited to any air navigation, environmental, occupational health and safety or crimes Legislation.

Loss means and includes costs, direct loss, indirect loss, Consequential Loss, of any kind and any reference to the making of payment by BWWA and a reference to the incurring of any expense by BWWA.

Major User means the airline or Aircraft Operators that are the major users of our Airport and together constitute at least 50% of the Charges revenue for our Airport.

Maximum Take-off Weight (MTOW) means the maximum take-off weight for an Aircraft as specified by the manufacturer.

Military Landing Charges (MLC) means Charges attracted by Military Operations of a commercial nature.

Military Operation means any operation the dominant purpose of which is military or defence related.

Minimum Cleaning Charges (MCC) means the minimum Charges applied for Airside clean-up which may include Airside Environmental Charges.

Nominated Fuel Supplier means Wellcamp Fuel Services Pty Ltd, or any other fuel supplier or provider nominated from time-to-time by BWWA.

NOTAM means Notice to Airmen issued by Air Services Australia.

Operating Crew means your employees operating as flight or cabin crew on an arriving or departing Aircraft.

Our Equipment means any equipment (including without limitation the Counters) supplied by us under these terms of use but does not include any Counter Equipment or the terminal equipment supplied by the airline or Aircraft Operator.

PA system means our public address system throughout our Airport terminal buildings.

Parking of Aircraft means any aircraft left unattended at any time for any period.

Passenger means all persons on board an Aircraft including persons travelling on point's redemption bookings through frequent flyer programmes, transit travellers, and airline staff travelling on concessional fares, but excludes non-revenue travellers such as crew and Infants.

Person includes a corporation or other organisation or enterprise.

Personal Information means information about an individual whose identity is apparent or can reasonably be ascertained from that information.

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

RACA Security Program means Regulated Air Cargo Agent Security Program in accordance with *Aviation Transport Security Regulations 2005.*

Regional Operations means any flying operations within the all states and territories of Australia and may include RPT operations.

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

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

Rotary Wing Charges (RWC) means landing charges for non-fixed wing Aircraft.

Rules mean the rules for operation at Wellcamp Airport promulgated by BWWA.

Safety and Security Charges (SSC) means Government Mandated Charges relating to aviation security arrangements.

Security Restricted Area (SRA) means an area which is marked within the airside area of the Airport security fence.

Services mean collectively, Aeronautical Services and Government Mandated Services.

Supply is to be given the meaning it bears in the GST Act.

Tax Invoice shall mean such document as prescribed by the GST Act which contains the information relating to a taxable supply required by the GST Act.

Terms of use means these agreed terms of use (as amended from time to time).

Transit Passengers means a passenger who continues their journey on a Flight having the same Flight number as the Flight on which they arrived.

Transport Security Program (TSP) means that program in accordance with the *Aviation Transport Security Act 2004*.

Ultra-light / Glider Charges (UGC) means landing Charges applicable to low weight Aircraft.

Use means use of any of our Facilities and Services including but not limited to Aircraft landing, taking off, taxiing or parking, or discharging or taking on Passengers or cargo.

We or **Us** or **Operator b Our** means BWWA and includes our officers, employees, agents and the operator for the time being of the Airport and includes our respective successors and assigns.

You or **your** means:

(a) the legal owner of an aircraft which uses the Airport or any Service provided at the Airport;

(b) the operator of an aircraft which uses the Airport or any Service provided at the Airport; (c) the pilot of an aircraft which uses the Airport or any Service provided at the Airport;

(c) any person or company which has any type of interest in an aircraft which uses the Airport or any Service provided at the Airport;

(d) the holder of the Certificate of Registration for an aircraft which uses the Airport or any Service provided at the Airport, jointly and severally, and your legal personal representatives, successors and assigns;

(e) in the case of RPT Aircraft, the holder of the Air Operator's Certificate at the time our Facilities and Services at the Airport/s are used;

(f) where the Aircraft is Registered, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport/s are used;

(g) where the Aircraft is not Registered, the person who we reasonably believe is the owner or operator of the Aircraft; and

(h) where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor (administrator) is appointed in respect of a person liable for Charges the administrator is jointly and individually liable with that person or that person's estate for all Charges in respect of each use which occurs during the period of the administrator's appointment.

your aircraft means an aircraft in respect of which you are a person described in the previous definition.

1.3 Date Of Currency Of These Terms Of Use

These terms of use are current as at the date on the front page of these terms of use, until we change, replace or waive them.

1.4 Conditions Generally

These terms of use may be an attachment to another agreement between you and us, or the only agreement governing our relationship.

1.5 Headings

Headings are for ease of reference and do not affect the meaning of these terms of use.

2. USE OF WELLCAMP AIRPORT

2.1 Applicability Of These Terms Of Use

(a) Any dispute, inconsistency or ambiguity regarding these terms of use, the Schedules to these terms of use, and any of the requirements referred to in Condition 2.3(a)(3) shall be resolved by BWWA in its reasonable discretion.

(b) These terms of use apply equally to Domestic Operations (including RPT Operations), Regional Operations, Charter Operations, Military Operations, General Aviation Operations and any other operations to which BWWA reasonably determines these terms of use will apply.

2.2 Facilities And Services Provided By BWWA

(a) BWWA will supply, or will procurer or arrange for the provision of, Aviation Services, Government Mandated Services and subject to agreement, General Airport Services to you.

(b) We agree to supply, or procurer or arrange for the provision of, Aviation Services, Government Mandated Services and any other Facilities and Services agreed by the parties to be supplied by BWWA in accordance with:

(1) These agreed terms of use;

(2) All applicable Legislation;

(3) In the case of Government Mandated Services, as required by OTS or the relevant authority; and

(4) The Rules of BWWA for operations and occupancy.

2.3 Use Of Wellcamp Airport

(a) You acknowledge and agree that:

(1) Access to the Airport and the Facilities and Services is subject to the demand of other users of the Airport;

(2) You may use the Airport as a designated alternate without first obtaining our consent.

However you must use your best endeavours to obtain our consent before using the Airport;

(3) Use of the Airport Facilities and Services is governed by relevant Legislation and the Aircraft Operator must comply with the following matters as amended from time to time in addition to these terms of use:

(A) BWWA's Transport Security Program;

(B) BWWA's Airport Emergency Plan;

BWWA's Aerodrome Manual

(C) All published Method of Working Plans (**MOWP**) from BWWA;

(D) BWWA's reasonable insurance policy requirements;

(E) All applicable Legislation;

(F) Any restrictions on flying operations that may be imposed from time to time by the relevant authority including the operational requirements of the Airport as published in ERSA and NOTAM;

(G) Local flying restrictions;

(H) Safety and security directions and requirements notified by BWWA from time to time and necessary for the day to day operation of the Airport. Where possible BWWA will give notice of directions;

(I) environment and safety directions notified by BWWA including but not limited to the Airport Environmental Strategy, the ground running rule, bird and wildlife hazard and damage reporting, fuel and oil spill reporting and management;

(J) Any noise management procedures or Legislation in place from time to time;

(K) Applicable environmental Legislation;

(L) Occupational health and safety Legislation;

(M) Rules for operations, activities and behaviours at the Airport published by BWWA;

(N) Conditions, instructions, orders or directions published from time to time by BWWA; and

(O) Directives on security of airports and aircraft issued by AMS, CASA or any other authority.

(4) We may close all or any part of the Airport and withdraw all or any part of the Facilities and Services, for any period we consider appropriate when in our opinion it is necessary to do so. This decision shall be the absolute discretion of BWWA with or without advanced notice.

(5) You acknowledge that you are liable for and you agree to release and indemnify us, our officers, employees and agents against any Loss sustained by you as a result of any planned or unplanned closure of the Airport, or the interruption or shutdown of any

Facilities or Services.

(b) You agree that when operating Aircraft at the Airport at all times you shall make radio calls on the Common Traffic Advisory Frequency (**CTAFR**) in all circumstances as required by relevant Legislation including if not otherwise stated:

(1) When inbound to the Airport at 20, 10 and 5 nautical miles distant;

(2) Advise your estimated time of arrival in the calls referred to in 2.3.3 above;

(3) When joining the circuit at the Airport;

(4) Following any missed approach to the Airport;

(5) When turning down wind of the Airport;

(6) When turning to base;

(7) When turning to final approach of the Airport;

(8) When clear of the runways; and

(9) When taxying for departure advising of intentions.

(c) You agree that when operating Aircraft at the Airport at all times you shall adhere to the circuit direction dictated by the wind direction and at all times join the circuit for an "into wind" landing regardless of whether the landing is made from an instrument approach or a visual approach.

(d) Straight in downwind landings are specifically prohibited for all categories of operations.

(e) RPT Aircraft shall adhere to priority protocols and not disrupt the circuit or cause inconvenience or conflict by unreasonably demanding priority over other aircraft regardless of class type or category of operation.

2.4 Aircraft Owner & Aircraft Operators Insurances

(a) You must at all times maintain a policy of insurance for at least $30,000,000 (or such other amount as agreed) insuring against all Claims which may be brought against either you or us for bodily injury (including death) and/or damage to property whether or not arising out of the use of any Aircraft or equipment of whatever nature by you or any other party you authorise to use such Aircraft or equipment. The insurance policy must note our interest.

(b) You shall provide us with a copy of the Certificate of Currency (**CoC**) for the insurance referred to in Condition 2.4(a) at the time of each renewal and whenever requested by us produce evidence of the currency of the insurance policy required by Condition 2.4(a).

(c) We may deny your staff and Aircraft the use of the Airport or the Facilities and Services until the insurance referred to in Condition 2.4(a) is in place.

(d) You acknowledge that the sum insured as stated in Condition 2.4(a) or as otherwise agreed is not the limit of your liability but merely a reasonable minimum amount of insurance that must be maintained. The insured amount must be sufficient to cover all risk of loss of or damage to any property, equipment or other materials used by you in the conduct of any operation of the Airport for which you are responsible.

2.5 AIRSIDE ESCORT (AE) And PERMITS

(a) BWWA will issue a temporary access pass when required, to:

(1) All personnel requiring Airside access but not having an ASIC.

(b) BWWA will:

(1) Escort all personnel and vehicles while Airside.

2.6 Airside Driving

(a) You are not permitted to operate a vehicle Airside or operate a piece of mobile equipment Airside unless and until:

(1) You hold a current ASIC or VIC pass. ASIC/VIC escorting requirements apply;

(2) You are authorised by BWWA to operate vehicles airside.

(b) Condition 2.6(a) applies to you and all staff, contractors, sub-contractors, visitors and associates for whom you have responsibility.

(c) You are not permitted to drive Airside in an Airside zone not included in your approved category of airside authorisation.

(d) Airside driving authorisation is only a current state driving licence is held by the vehicle operator.

(e) If your State issued driving licence is cancelled, confiscated, suspended or in any way rendered invalid you must immediately notify BWWA.

(f) Processes for the authorisation of airside driving is controlled by BWWA.

2.7 Airside Vehicle Operations

You agree that any vehicle you wish to bring Airside and operate there shall:

(a) Be operated at all times in accordance with the BWWA Airside Driving Handbook;

(b) Comply with the requirements of the BWWA Aerodrome Manual and the BWWA Airside Driving Handbook;

(c) Be insured in accordance with the provisions of these terms of use and a copy of the Certificate of Currency provided to BWWA annually upon renewal;

(d) Display an operating rotating amber beacon; and

(e) Carry passengers only in seats provided.

2.8 Car Parking On Airport Land

(a) You agree that any motor vehicle, motor bike, motor scooter or any other means of conveyance brought to the Airport by any member of your staff, contractors to your business or any other party having reason to visit you or your business for any purpose connected to your business shall be parked in accordance with the requirements of this terms and conditions document, the Airport Rules and any directions given by Airport management from time to time.

(b) In permit zones a permit shall be obtained from BWWA prior to parking.

(1) Consent to parking in permit zones is to enable specific operations and is granted only for the period associated with the particular requirement.

(2) Parking in permit zones for private use is prohibited.

(3) Parking in permit zones for travel of any kind is prohibited

(4) Consent to Park in a permit Zone is specific to the permit issued and shall not be used to park in any other zone.

(c) Your staff shall at all times park vehicles in the nominated staff car parking area and not use spaces set aside for patrons of the Airport. When using the staff parking facilities, a BWWA staff parking permit shall be affixed to the vehicle windscreen adjacent to the registration label. Staff cars shall not be parked in general parking areas.

(d) You may request to have certain vehicles accessible to your operation. In that case we will negotiate with you to provide a convenient dedicated parking location for a fee.

(e) Infringement notices may be issued by Toowoomba City Council, Queensland Police, Federal Police, Office of Transport Security or anybody approved by relevant legislation appointed by BWWA to issue infringement notices on behalf of BWWA for breaches of parking conditions.

(f) BWWA may charge a fee for parking on airport land both airside and landside.

2.9 Public Car Parking

(a) Policy Statement

(1) "*Car parking will be provided at Wellcamp Airport for airport users including passengers and associated on-airport business activities. Parking fees as levied by BWWA and published in Schedule 1 of these Terms of Use document will be charged for car parking at Wellcamp Airport*".

(b) Objective

The objective of this policy is to ensure:

(1) that car parking is available for users of Wellcamp Airport.

(2) that fees charged for parking at the airport are used to support ongoing operations, loan repayments and future improvements of Wellcamp Airport.

(c) Principle

(1) Wellcamp Airport is funded solely by airport operations on a "user pays" basis, where services are such that individual costs can be determined and met by the user of the service.

(2) Fees levied by Wellcamp Airport and published in its Schedule of Fees and Charges will be charged for parking at the airport, with the revenue collected being used to support ongoing operations, loan repayments and future improvements of Wellcamp Airport

(d) Policy Implementation

(1) An automated car park management system incorporating barriers and pay stations will be used to control access to and egress from the designated parking area (see Attachment A).

(2) All vehicles entering the designated parking area will receive a magnetically coded ticket (or card), with the appropriate fee being paid at the pay station prior to exiting the car park based on the duration of time spent within the designated parking area.

(e) **Policy Exemptions / Concessions**

Exemptions / concessions to this policy may be permitted at the sole discretion of Wellcamp Airport Pty Ltd.

(f) **Pricing Structure**

Refer to Schedule 1 – Airport Charges for applicable fees

(1) **Short Term Parking**

Two hour free short term parking for dropping off/picking up passengers. Fees apply after this time.

(2) **Premium parking**

Secure and undercover parking area

(3) **Long Term Parking Area**

Fee per day (or part thereof)

(g) Parking signs to be observed at all times.

(h) Terms and Conditions of Use

By Parking at Wellcamp Airport, you will deemed to have accepted the Terms and Conditions of Wellcamp Airport Car Park Use contained in Schedule 1A of these Terms.

2.10 Common user Facilities

(a) All runways, taxiway facilities and aprons at the Airport including the domestic terminal, RPT apron and general aviation apron are Common User Facilities. All operators using these Common User Facilities shall do so in accordance with these terms of use.

(b) You are responsible for removing all rubbish generated by your activities at the end of each shift to a receptacle supplied by you. That rubbish shall be disposed of in the manner directed by BWWA.

(c) Quarantine rubbish generated by you shall be disposed of by you in a manner approved by the appropriate regulatory authority.

(d) BWWA may choose to supply a central rubbish bin. In that case, all operators shall use that facility and costs will be recovered from the users of that facility.

2.11 Drug And Alcohol Management Plan (DAMP)

(a) In accordance with applicable Legislation, BWWA has an established DAMP.

(b) BWWA may require you to demonstrate that you have a DAMP.

2.12 Ground Service Equipment (GSE) Parking and Storage

GSE required for an operation shall be stored in the nominated equipment storage area and moved to the defined Airside parking area no more than 60 minutes prior to the estimated time of arrival of an Aircraft. Equipment shall be returned to the nominated storage area no more than 30 minutes after departure of the Aircraft involved in the operation.

2.13 Aircraft Parking

Aircraft parking shall be governed by BWWA Operations.

2.14 Fuel

(a) You agree and acknowledge that you must not, and must ensure at all times that your staff, representatives, contractors or agents or any associated entity whether a corporation or real person working for or engaged by you directly or indirectly do not, fuel or refuel your own or anyone else's Aircraft.

(b) You agree and acknowledge that any and all fuel supplied to Aircraft utilising Wellcamp Airport must be delivered and/or supplied by the Nominated Fuel Supplier.

2.15 Signs

No sign of any nature visible to the public shall under any circumstance be erected or displayed without prior written consent of BWWA.

2.16 Applicable Costs

(a) BWWA shall charge and you agree to pay for your use of the Facilities and Services provided by BWWA in accordance with these terms of use.

(b) We will charge for the provision of Facilities and Services through the Charges, and for the provision of the Government Mandated Services through the Government Mandated Charges.

(c) BWWA May charge for motor vehicle parking on airport land

2.17 General Airport Services

In addition to these terms of use, the provision of General Airport Services by us or our nominees and the Charges for those General Airport Services are governed by separate commercial terms and separate commercial rates which we will negotiate with you upon request.

2.18 Notification of the existence and acceptance of these Terms of use

(a) We will take all reasonable steps to notify you of the existence of, and the requirement to comply with these terms of use prior to your use of our Facilities and Services.

(b) If you use our Airport without first being notified of these terms of use, we will subsequently notify you after your first use our Airport, or our Facilities and Services.

(c) If you continue to use our Airport, or our Facilities and Services after being notified of the existence and content of these terms of use, or after we notify you that these terms of use have been amended, then such continued use shall constitute acceptance of the terms of use of the Airport.

2.19 Changes to these Terms of use

We reserve the right to change these terms of use. The current document can be accessed on www.wellcamp.com.au.

3. SERVICE PERFORMANCE

3.1 General Relationship Principles

We will operate our Airport having regard to the following principles:

(a) We will act reasonably to answer all correspondence, questions and inquiries promptly;

(b) We can be contacted by telephone, facsimile, in person or electronically during normal business hours;

and

(c) We will take all reasonable steps to act and discharge our duties with professionalism in a spirit of open and honest communication, striving for reasonable outcomes for all parties, wherever possible,

In accordance with these terms of use.

3.2 Service of Notices

(a) Any notice, demand, consent or other communication concerning these terms of use must be in writing and be:

(1) Signed by that party, its Authorised Officer, or by its solicitors; and

(2) Served by being delivered personally to the party, or by sending it by registered mail to:

(A) The address most recently notified by that party; or

(B) The registered office if a company; or

(C) The address indicated on these terms of use; or

(D) By sending a facsimile transmission to the number provided for that purpose.

(b) Any notice, demand, consent or communication sent by post will be deemed to be served when the letter would be delivered in the ordinary course of post. Any change of address for the service of notices of either party must be notified in writing to the other party within seven days of the change.

(c) Any notice, demand, consent or communication sent by email or facsimile will be deemed to be served immediately after the time of successful transmission.

3.3 Contact Information

You can contact us by any of the following means:

(a) By mail, to

General Manager

Brisbane West Wellcamp Airport Pty Ltd

PO Box 2005

Toowoomba QLD 4350

By email

info@wellcampairport.com.au

(b) By telephone

(07) 4614 3200 for calls made from within Australia

4. COMPLIANCE, DEFAULT AND TERMINATION

4.1 Compliance

(a) You must not do anything that puts us in breach of any Legislation.

(b) We need not give you any information which would result in us breaching any confidentiality obligations, or security restrictions. If we provide you with any information and require that disclosure be limited to certain authorised personnel, you must comply with this request.

4.2 Breach

(a) Where you are in breach of these terms of use of the Airport, we may, at our sole and absolute discretion:

(1) issue a breach notice advising details of the breach and the consequences thereof, including any steps you must take to rectify the breach within a reasonable time determined by BWWA; or

(2) Terminate your right to use our Airport and its Facilities and Services upon 24 H written notice if a breach is not rectified in accordance with a breach notice issued by BWWA or the breach is incapable of being rectified.

(b) Subject to any other agreement between the parties, you acknowledge and agree that BWWA may at any time immediately terminate your right to use our Airport and its Facilities and Services.

(c) You acknowledge and agree that BWWA may determine whether a breach of these terms of use is critical, major, minor or slight in its reasonable discretion, having regard to, among other things, any failure to comply with applicable Legislation.

4.3 Termination

Notwithstanding anything else in these terms and conditions, subject to any other written agreement between the parties, BWWA may at any time at its sole and absolute discretion terminate your right to use our Airport upon giving not less than 24 hours notice.

4.4 Preservation of Rights

Any termination by BWWA of your right to use the Airport and its Facilities and Services shall be without prejudice to any Claim which BWWA may have against you in respect of any breach of these terms of use which occurred prior to the termination.

5. INFORMATION WE REQUIRE FROM AIRCRAFT OPERATORS

Before using our Facilities and Services at the Airport, and subject to any Legislative requirements regarding Personal Information, you must give us any information we require, including:

(a) Your name, address, A.B.N. and contact details;

(b) evidence that you have in place emergency procedures in connection with all potential threats to Passengers, cargo and the Facilities and Services at the Airport as appropriate to your operations and at least to the standard required to comply with BWWA's AEP;

(c) the names, addresses, telephone numbers (business and after hours), facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Services at the Airport;

(d) evidence of the insurance policies you hold that are consistent with the requirements of these terms of use and confirmation in writing and in a form reasonably acceptable to us that these policies will remain current at all times when you are using the Facilities and Services at the Airport;

(e) Ground handling arrangements for Passengers and cargo if required for your operations;

(f) Arrangements for the repositioning of stationary Aircraft;

(g) Confirmation in writing and in a form reasonably acceptable to us that the types and standards of Aircraft being flown by you, into and from the Airport, are compliant with the applicable Legislation;

(h) Confirmation in writing and in a form reasonably acceptable to us of the ownership details for all Aircraft using the Facilities and Services;

(i) MTOW for all Aircraft using the Facilities and Services;

(j) Details of any changes made to information required under these terms of use within one month of such change;

(k) Not used;

(l) You must also within seven days of the end of each calendar month provide us with;

(1) The number of Passengers per Flight that you embarked and disembarked at the Airport during that month; and

(2) The number of those Passengers who were transit Passengers shown separately; and

(3) The number of Flights you operated to and from the Airport for the period; and

(4) The number of Passenger seats you provided during the period.

(m) If we ask you to do so, you must give us certified statements from your auditors verifying the accuracy of the information you have provided to us under these terms of use. You must give us the statements within 60 days of the date of our request, which shall be made no more frequently than once a year. Your auditors must be registered in accordance with applicable Legislation;

(n) You agree that we may, and permit us to conduct an independent audit at our cost, of the information you provide us under these terms of use;

(o) where the information you provide to us, or the information we obtain from the audit we carry out, discloses any error in the information we have been provided with, we shall be entitled to calculate and levy charges based upon the information obtained from the independent audit;

(p) If the error identified is in our favour by 5% or more based on the information you have given to us, then you must also reimburse us the cost of the audit carried out by us under these terms of use;

(q) Where you advise us that the information given to us under these terms of use is commercially sensitive, we shall use our best endeavours to maintain its confidentiality; and

(r) Where you fail to provide the information required under these terms of use, we shall be entitled to calculate and levy our aviation charges based upon either a presumption of maximum seat load capacity as published by you or the registered MTOW as published by CASA

6. AVIATION CHARGES

6.1 Airport General Access Charge

Means a fee charged for access to the airport and conduct of business thereon. This fee may be rebated in part or in full dependent upon the level of compliance with these terms and conditions by the operator, his staff, representatives, contractors or agents or any associated entity whether a corporation or real person working for or engaged by the operator directly or indirectly.

6.2 Calculation of Charges

The amount of Charges you shall pay will be calculated in accordance with Schedule 1 and clause 4 of these terms of use, and anything set out in the Heads of Agreement (fi any) as varied from time to time.

6.3 Payment of Charges

(a) All Charges become due and payable in accordance with Schedule 1, and must be paid before your Aircraft leaves the Airport, unless you have made other written arrangements for the provision of credit with the Airport which must be signed by both parties.

(b) The Charges are payable in Australian dollars only.

(c) Where invoices are issued in relation to the Charges, payment of those Charges must be made in accordance with our regular trading terms which will be specified on each invoice rendered requiring payment within 30 days of the date of the invoice.

(d) You must pay the Charges by the date specified in the invoice either by:

(1) Direct deposit into our bank account, the details of which will be provided; or

(2) Cheque made payable to BWWA, noting that you may also be responsible for bank

charges incurred in cheque processing; or

(3) Any other method approved by us.

6.4 Variation of Charges

(a) We may vary any of the Charges or their application, or the discounts applicable to those Charges pursuant to clause 4 of these terms of use, at any time.

(b) If we intend to vary any of the Charges or the discounts applicable to those Charges pursuant to clause 4 of these terms of use:

(1) where it is practical to do so, we will use our best endeavours to consult with the relevant Major Users of the Airport at least 60 days before we vary the Charges or the discounts applicable to those Charges pursuant to clause 4 of these terms of use; and in any event

(2) We will notify you at least 30 days before any variation becomes effective.

6.5 Aviation Infrastructure and Facilities

You acknowledge that we are responsible for all Aviation Infrastructure and Facilities Investment decisions at the Airport. If we decide to make a major Aviation Infrastructure and Facilities Investment, we may increase the Charges. However, before we make a final decision on any Aviation Infrastructure and Facilities Investment, we agree to use our best endeavours to consult with our Major Users about any necessary related increases to Charges at least sixty (60) days prior to implementing such changes.

7. GOVERNMENT MANDATED CHARGES

7.1 Government Mandated Services

(a) We administer the Government Mandated Services for the provision of safety and security at our Airport, which includes (but is not limited to), the following Services:

(1) Security services required by Legislation;

(2) Passenger screening;

(3) Checked bag screening;

(4) other services required by the Commonwealth Government or other lawful authority (including OTS) and any additional security measures we are required to take or which we undertake through third parties and which may include;

(A) Capital expenditure (allowing a reasonable return on capital investment) to provide such Services; and

(B) Any hiring of equipment required for providing the Government Mandated Services; and

(C) Any operational and administrative Services retained by the Airport to assist in providing the Government Mandated Services either directly, or on a contract management basis.

(b) BWWA may at its absolute discretion choose to become a fully screened airport and recover the

cost of screening of all departing passengers.

7.2 Payment of Government Mandated Charges

(a) You must pay us the Government Mandated Charges applicable to the provision by us of Government Mandated Services. All Government Mandated Charges become due and payable when you use the Airport, and must be paid before your Aircraft leaves the Airport, unless you have made other written arrangements for the provision of credit with the Airport which must be signed by both parties.

(b) The Government Mandated Charges are payable in Australian dollars only.

(c) Where invoices are issued in relation to the Government Mandated Charges, payment of those Government Mandated Charges must be made in accordance with our regular trading terms which will be specified on each invoice rendered requiring payment within thirty (30) days of the date of the invoice.

(d) You must pay the Government Mandated Charges by the date specified in the invoice either by:

(1) Direct deposit into our bank account, the details of which will be provided; or

(2) cheque made payable to Wellcamp Airport Pty Ltd noting that you may also be responsible for bank charges incurred in cheque processing; or

(3) Any other method approved by us.

7.3 Changes to Government Mandated Charges

We will notify you of any changes to the Government Mandated Charges as soon as reasonably practicable.

7.4 Management of Government Mandated Charges And Services

We will use our best endeavours to manage the Government Mandated Charges and provide the Government Mandated Services in the most economically efficient and cost effective manner, having regard to best practice in the industry and the service levels mandated by the Commonwealth Government.

8. FAILURE TO PAY CHARGES

8.1 Failure to pay Charges when due

(a) You must notify us immediately if you become aware that you will not, or might not be able to pay a Government Mandated Charge or an Aviation Charge by the due date.

(b) Neither you giving nor our receipt of that notice, affects our rights under these terms of use or at law, and you will remain liable for the payment of the Government Mandated Charges and Charges.

(c) We may charge interest at the Interest Rate for any Charges paid after their due date for payment. Interest at the current rate of 2.5% per calendar month, and subject to change from time to time, will be calculated from the day the Charge was payable to the date it is paid in full. Each month we will add the interest to the unpaid amount and charge interest on the total outstanding amount.

(d) You will also be liable for any additional costs we incur in recovering any unpaid Charges.

8.2 Disputed Charges

(a) You must notify us in writing within 14 days of the invoice date that you dispute any Government Mandated Charges or Charges shown in an invoice.

(b) Notwithstanding Condition 8.2(a), disputed Government Mandated Charges or Charges must be paid by their due date for payment or penalties will apply.

(c) If following the resolution of a dispute regarding any Government Mandated Charges or Charges:

(1) It is found that you have made an overpayment of Charges, then we will credit your next invoice from us by the amount of overpayment of Charges; or

(2) it is found that you are required to pay further Charges to us in addition to the disputed invoice amount (not limited to the payment of any of our costs in respect to your dispute), then you must pay those further Charges to us immediately following the resolution of the dispute.

8.3 Detention of Aircraft and Exclusion of Access to Airport

(a) If you do not pay us any amount due and payable under these terms of use, or any other agreement between us, within 14 days after the last day by which it is payable or negotiations over disputed amounts fail, we may:

(1) Refuse to allow any or all of your Aircraft to use our Facilities and Services at the Airport; or

(2) Use reasonable means to detain any of your Aircraft and any other ancillary equipment used to cover your Aircraft Operations (whether directly involved in the accrual of the debt or otherwise) until you have paid all outstanding amounts; or

(3) Sell any of your property or detained Aircraft, in whole or in part, to recover the Government Mandated Charges and Charges, interest and our costs incurred.

(b) We will not be liable for any Loss, liability or exposure you incur arising out of:

(1) Anything we do or do not do in exercising our right of sale under these terms of use, including not obtaining a market price; and

(2) Our application of the sale proceeds.

Where BWWA considers your grounds for a dispute to be reasonable, we will not exercise our rights under these terms of use unless we have first sought to negotiate with you in good faith to resolve the dispute, and given you a further 14 days written notice regarding out intended actions.

(c) You acknowledge that we have the rights conferred by these terms of use, and submit to the obligations to pay under these terms of use.

(d) You acknowledge and agree that if we detain your Aircraft or take any other action as a result of the non-payment of Government Mandated Charges and Charges, all costs incurred by us become payable by you, including any costs for security incurred during any detention period.

(e) Unless we give you written consent, you are not allowed to make any set-off against or deduction from the Government Mandated Charges and Charges payable for using our Facilities and Services for any reason whatsoever.

(f) These terms of use do not limit any other action lawfully available to us to recover anything you owe us.

(g) Our rights under these terms of use are not lost, or deemed to be waived, where any of your Aircraft are removed from the Airport.

8.4 Bank Guarantee or bond

(a) If on two or more occasions you have failed to pay Government Mandated Charges, and/or Charges by the date specified within the invoice rendered we have at any time commenced recovery action against you we may require that you provide us with a Bank Guarantee or Bond in accordance with these terms of use.

(b) Where we have requested a Bank Guarantee or Bond from you and it is not provided, we may:

(1) Refuse to allow any or all of your Aircraft to use the Airport; and

(2) Refuse you or any entity associated with you access any part of the Airport; and

(3) Report your conduct to such credit reference organisations as we deem to be appropriate,

Until you provide us with a suitable Bank Guarantee or Bond.

8.5 Security

(a) If we request a Bank Guarantee or Bond from you as security for your use of our Facilities and Services, you must provide that Bank Guarantee or Bond within 30 days of our request.

(b) The amount of the Bank Guarantee or Bond will be the greater of:

(1) $10,000; or

(2) The aggregate of the previous three months Charges payable by you to us; or

(3) Any other amount we consider appropriate.

(c) We may on 30 days written notice require you to increase the amount of the Bank Guarantee or Bond if:

(1) You fail to pay any Charges; or

(2) You fail to comply with any of these terms of use.

(d) You acknowledge that if you fail to pay any Charges, or cause any damage to the Facilities and Services or anything else at the Airport we may draw upon the Bank Guarantee or Bond without notice to you to compensate us for any Loss sustained by us.

(e) If we draw upon the Bank Guarantee or Bond, you must immediately give us a replacement Bank Guarantee or Bond for the amount required under these terms of use.

(f) You may be prohibited from using the Facilities and Services until a replacement Bank

Guarantee or Bond is provided.

9. SERVICES WE DO NOT PROVIDE

9.1 We do not provide

(a) Aircraft, building, motor vehicle or other security services; or

(b) Air Traffic Control services; or

(c) Rescue and firefighting services; or

(d) En-route services; or

(e) Meteorological services; or

(f) Hangar facilities except where special arrangements are in place; or

(g) Quarantine waste disposal, unless pre-arranged

(h) Customs or immigration services, unless pre-arranged and approved

(i) Mechanical repair/maintenance services; or

(j) Environmental clean-up services; or

(k) Non visual navigation aids services; or

(l) Any other service we elect not to supply or to discontinue supplying upon notice by us in writing.

10. AIRPORT SECURITY AND EMERGENCY PROVISIONS

10.1 We Are Responsible For Security At Wellcamp Airport

(a) We are responsible for the Airport's security arrangements and emergency response activities to the extent required by Legislation.

(b) You acknowledge and agree that we are otherwise not responsible for Aircraft, building, motor vehicle or other security services.

10.2 BWWA'S Tsp

BWWA's TSP outlines our requirements regarding our Airport's security. You shall comply with BWWA's TSP.

10.3 And Safety

(a) You and your employees, agents and contractors must display a current ASIC above the waist in a visible location on the person at all times whilst on official business at our Airport, and it must be produced for inspection by us or any other lawful authority at any time.

(b) You shall not operate Airside:

(1) Without the appropriate current ASIC card; and

(2) Without reflective safety clothing; and

(3) Without approved hearing protection.

(c) You shall ensure that doors controlled by you or accessed by you remain locked after access or egress.

(d) You shall ensure that no person without an ASIC or temporary pass and under supervision is allowed through any door you control.

(e) Emergency egress doors shall not be used for general access.

10.4 Screening at Wellcamp Airport

(a) BWWA are the approved screening authority for both Passenger screening and checked baggage screening at the Airport, the facilities for which are installed and operated in accordance with Legislation. The requirements for screening are prescribed by OTS. You and we must comply with these screening requirements.

(b) If you are the sole user of screening services, the cost of providing this service shall be paid by you in full.

(c) You acknowledge that BWWA may elect to or be required by Legislation to screen all departing Passengers, or all departing Passengers leaving within a certain time period each day.

(d) If BWWA elects to, or is required to screen all departing Passengers, or all departing Passengers leaving within a specific time period each day, you shall pay a proportional share of mandated screening Charges.

(e) The Charge payable by you shall be determined by the proportion of total departing Passenger seats provided by you compared to the total number of departing Passenger seats available from all RPT Operations within the relevant screening period.

(f) You shall not interfere with screening equipment whether operating or not at any time.

(g) You shall operate the screening equipment in accordance with the training provided and not adopt local procedures that vary from that process without firstly having requested and received written consent from BWWA.

(h) Circumvention of screening processes while operational is an offence and shall be reported to the relevant regulatory authority by BWWA.

10.5 Wellcamp Airport Operations Committees

(a) We have the following committees in relation to Airport security operations:

(1) The Airport Security Committee which meets every six months. This is a regulatory requirement of OTS; and

(2) The Airport Emergency Committee which meets once per year as prescribed in BWWA's Aerodrome Manual. This is a regulatory requirement of the CASA.

(b) We recommend that someone represents your interests on these committees.

10.6 Airport Exercises & Training

We conduct regular Airport Exercises which include training for you and your employees, agents and contractors on a variety of Airport related activities and procedures including security and emergency procedures. We will give you reasonable notice before these Airport Exercises and training will be conducted. We strongly recommend you send a representative and any new employees to these Airport Exercises. You and your employees are required to participate in these Airport Exercises if we ask you to.

10.7 Building & Construction Works In Restricted Or Controlled Areas

(a) Before you undertake any construction or modifications to buildings or other structures on our Airport which are on restricted or controlled areas (if required by law) or which may impact the security of restricted or controlled areas of our Airport, you must first have security clearance from OTS and us. Where reasonably necessary, we may ask that you have security personnel supervising any building or construction work in restricted or controlled areas at all times.

(b) In addition, we, OTS or any lawful authority may supervise your building or construction work in restricted or controlled areas of our Airport. We may invoice you for the reasonable costs and expenses if we require security personnel to supervise your building or construction work (on a full recovery basis). In performing any building work on the Airport, you must also comply with the Airports (Building Control) Regulations 1996. If there is a failure in security or a breach of our security requirements we may take any reasonable action necessary to resecure your area at your expense.

10.8 Keys

(a) Access keys are provided for your operations. They may be electronic keys or mechanical keys and shall be treated with care, stored securely and not loaned to any other party.

(b) Lost keys shall be reported to BWWA as soon as it is realised that the key cannot be found.

(c) If the key lost gives access to a security restricted zone, then a Statutory Declaration detailing the circumstances of the loss must be given to BWWA before a replacement key is provided.

(d) Replacement keys shall be purchased from BWWA and will be charged at the rates specified in schedule 1 of this document

(e) Charges for replacement keys will be invoiced when incurred.

11. RELEASE & INDEMNITY

11.1 You to release BWWA

Notwithstanding anything else contained in these terms of use, you are liable for and you agree to release and to indemnify and hold harmless BWWA in respect of all Loss arising from, and any costs incurred in connection with:

(a) a breach of these terms of use by you, including the Loss that results from us exercising our right to terminate these terms of use, or our termination of your use of our Airport; or

(b) damage or Loss (to person or property), injury or death caused or contributed to by your act, omission, or default by you or your employees, officers, contractors or agents; or

(c) damage or Loss, injury or death caused or contributed to by you bringing onto, or storing at,

our Airport any dangerous or contaminating substances; or

(d) us doing anything which you are required to do under these terms of use but have not done; or

(e) the overflow or leakage of water into or from any area at our Airport that you use; or

(f) our exercise of the right to detain, move or remove your Aircraft in accordance with these terms of use; or

(g) any Claim by third parties arising out of the personal injury or death of any person, or damage to property caused by your use of our Airport except to the extent that any Loss is caused by our negligent act or omission; or

(h) the parking or storage of any aircraft, goods, machinery, or other items or goods owned or controlled by you; or

(i) Anything we are permitted or required to do under these terms of use.

11.2 Survival of indemnities

Each indemnity in these terms of use is a continuing obligation, separate and independent from the other obligations, and shall survive the termination of these terms of use.

11.3 Enforcement of indemnities

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

11.4 Exclusion Of Warranties And Conditions

(a) Unless otherwise stated in writing, we do not make any representation or warranty in connection with the use of the Airport or the Facilities and Services and we exclude all implied warranties and conditions that can be excluded.

(b) If a warranty or condition is implied under any Legislation in connection with any part of the Facilities and Services, and it can be excluded, we exclude it and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:

(1) The supplying of the Facilities and Services again; or

(2) The payment of the cost of having the Facilities and Services supplied again.

12. DISPUTE RESOLUTION

12.1 Procedure

If a party considers that a dispute has arisen in connection with these terms of use, then the parties must follow the procedure set out in these terms of use to resolve the issue.

12.2 Notice of an issue

If a party considers there is an issue, that party must give the other party notice of that issue. The parties must then attempt to resolve the issue.

12.3 Authorised officers to meet

If the issue remains unresolved for 14 days after a party receives the other party's notice of the issue, then an Authorised Officer from each party must meet at least two times at our office (or at another agreed location) to discuss and attempt to resolve the issue in good faith. The meetings must take place between the Authorised Officers within 14 days following the issue being referred to the Authorised Officers.

12.4 Failure to agree

If the issue remains unresolved for 60 days after the issue was referred to the Authorised Officers, or such longer period as the parties may agree, either party may refer the issue to their respective CEO.

12.5 Referral to CEO'S

Each party's CEO/General Managers or their nominee must then meet at our offices (or at another agreed location) within 14 days of the issue being referred to the CEO/General Managers to discuss the issue in good faith with a view to resolving the issue.

12.6 Mediation

If the issue remains unresolved for 90 days after the parties' CEO/General Managers have met (or should have met), then the parties agree that the issue will be referred to mediation, which mediation will be conducted in accordance with the then current rules of The Institute of Arbitrators and Mediators Australia. The mediation will take place in Toowoomba, Queensland Australia and each party will bear their own costs and expenses in respect to the mediation despite the outcome (including legal costs). However, despite any provision in the rules of The Institute of Arbitrators and Mediators Australia, a decision of the arbitrator or mediator will not in any way be binding on either party at any time unless it is agreed to be binding by the parties, and if no agreement is reached between the parties following mediation then they can subsequently institute legal proceedings in regard to the issue, if required.

12.7 Legal Proceedings

Nothing in these terms of use prevents either party from commencing legal proceedings for urgent interlocutory or temporary relief.

13. CONFIDENTIALITY

(a) **Breach of Confidentiality**

(1) BWWA shall not give Aircraft Operator information if it would breach a confidentiality obligation that BWWA has at law or from security restrictions.

(2) Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party.

(3) Each party undertakes to the other to keep confidential each other's Confidential Information. Both parties must use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these terms of use. To this end, each party must not, without the other party's prior written consent:

(A) disclose or in any way communicate to any other person all or any of the other party's Confidential Information except as permitted by these terms of use; or

(B) Permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or

(C) make or assist any person to make any unauthorised use of the other party's Confidential Information, and must take all reasonable steps (including obtaining confidentiality undertakings from officers, employees, agents and contractors who have or may have access to the other party's Confidential Information) to ensure that the other party's Confidential Information is not disclosed to any other person by any of the officers, employees, agents, contractors or sub-contractors of either party.

(4) Either party may disclose the other party's Confidential Information to its employees, officers, agents and contractors in the course of their employment on a need to know basis or to its advisers in relation to its rights under these terms of use.

(5) Nothing in these terms of use prohibits the use or disclosure of any Confidential Information to the extent that:

(A) The Confidential Information is lawfully in the possession of the recipient of the information through sources other than the party who disclosed the Confidential Information; or

(B) It is required by law or the rules of a stock exchange; or

(C) It is strictly and necessarily required in connection with legal proceedings relating to these terms of use; or

(D) The Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.

(6) Both parties must ensure their respective employees, officers, contractors, agents and all other persons under their control or direction will comply with obligations similar to the obligations imposed on it.

(7) If either party's employees, officers, agents or contractors breach the confidentiality obligations contained in these terms of use it must immediately notify the other party of this in writing and, subject to these terms of use, indemnify the other party for any Loss caused by such breach.

(8) Each party acknowledges that a breach of these terms of use may cause the other party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, each party may seek and obtain injunctive relief against such a breach or threatened breach.

(b) The obligations under the terms of use survive expiry or termination of these terms of use.

(c) Notwithstanding any other provision in these terms of use, we are entitled to disclose the following information:

(1) Annual total Passenger numbers; or

(2) Monthly total Passenger numbers; or

(3) The total number of Flights generated by any operator in and out of the Airport; or

(4) The total number of Passenger seats generated in and out of the Airport;

To any person or government agency for the purpose of a tender, a renegotiation of contracts, or such other purpose deemed appropriate by us.

14. GOODS & SERVICES TAX (GST)

(a) Both parties agree and acknowledge that any consideration payable under these terms of use does not include GST.

(b) Both parties agree that in the case of a supply in connection with these terms of use which is a taxable supply within the meaning of the GST Act, then any and all consideration payable to a party for that supply will be increased by an amount equal to the GST payable on the supply, calculated in accordance with the GST Act.

(c) The party giving consideration for the supply must pay the supplier an amount equal to any increase in consideration payable in respect of any taxable supply following receipt of a tax invoice in relation to the supply.

(d) Any expression used that is also used in the GST Act shall have for the purposes of these terms of use the meaning used in or attributed to that expression by the GST Act.

15. PRIVACY & DATA PROTECTION

(a) These terms of use will only apply to Personal Information we collect, use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.

(b) We shall collect Personal Information from you and you consent to us using and disclosing your Personal Information in relation to your use of the Airport and our Facilities and Services, and in accordance with the *Airports Act 1996*, *Trade Practices Act 1974*, and other applicable Legislation:

(1) For the purposes of the administration and operation of the Airport and for enforcement of these terms of use; and

(2) for the purposes of disclosure to a third party for their use in the case of a sale, transfer or assignment of the whole, or part, of our business or undertaking or the whole or part of Airport assets and facilities; and

(3) for the purpose of research by us or authorised third parties, statistical analysis by us, and for the purpose of marketing the Airport or other services offered by us to tenants, occupiers and users of our Airport.

(c) We shall ensure any Personal Information disclosed will be de-identified, and disclosed as part of general information only. Such information will therefore not be identifiable as your Personal Information unless agreed otherwise by you.

(d) In our collection, use and disclosure of your Personal Information we will:

(1) Comply with the provisions of the *Privacy Act 1988*; and

(2) Take all reasonable steps to ensure that your Personal Information is protected from unauthorised use and disclosure.

(e) Subject to the *Privacy Act 1988*, your Personal Information may be accessed by you upon reasonable notice to us and upon the payment of our reasonable expenses relating to your access (e.g. photocopying charges). No application fee for access will be charged.

(f) You must ensure that all your Personal Information provided to us is accurate, complete and up to date.

(g) If you fail to provide to us with your Personal Information required by us, or you provide incomplete Personal Information, or fail to reasonably update our record of your Personal Information, we will send you a notice requesting the delivery of the Personal Information. Failure to deliver in accordance with the notice shall be an event of default under these terms of use.

16. MISCELLANEOUS

(a) These terms of use are governed by and construed in accordance with the relevant laws of both the State of Queensland and the Commonwealth of Australia.

(b) The parties agree that the courts of the State of Queensland and the Commonwealth shall have non-exclusive jurisdiction to entertain any action in respect of, or arising out of, these terms of use.

(c) Nothing in these terms of use shall in any way deem an employee of one party to be treated as an employee or the responsibility of another party, or create any relationship between the parties amounting to a partnership, agency, trust or joint venture.

(d) The rights, duties, obligations and liabilities of the parties shall be several and not joint or joint and several.

(e) If any one or more of the provisions of these terms of use are deemed to be invalid, illegal or unenforceable, then:

(1) such provisions will be severable or will be read down to the extent of any invalidity, illegality or unenforceability and all remaining provisions of these terms of use will remain in full force and effect; and

(2) Such provisions will not invalidate or render unenforceable the remaining provisions of these terms of use.

(f) You must not assign, sub-contact or transfer any of your rights or obligations in these terms of use to any person without the consent of BWWA.

(g) No right or obligation under these terms of use will be waived except by notice in writing signed by each party. Any failure by BWWA to enforce any of these terms of use, or any forbearance, delay or indulgence granted by BWWA, will not be construed as a waiver of BWWA's rights pursuant to these terms of use.

(h) Unless otherwise specified in these terms of use or in writing by BWWA, these terms of use constitute the entire agreement between the parties and prevail over any other oral or written agreement, understanding or negotiations we have had with you.

17. USER PERSONNEL

(a) We may require you to replace any staff members working at the Airport in the event we determine their presence is not in the best interest of the Airport.

(b) We must give you written notice of any requirement under Condition 17(a).

(c) Following the receipt of a notice given under these terms of use, you have 48 hours in which to

investigate the matter, and discuss it with us. This time period may be extended by us at our reasonable discretion.

(d) These terms of use do not entitle us to require you to terminate the employment of or contract with any person, but we may restrict that person's access to the Airport.

18. COMMON USER CONDITIONS

If you use the Common User Facilities at our Airport, you must also comply with the Common User Conditions.

SCHEDULE 1 – AIRPORT CHARGES

These charges as varied from time to time apply for the use of our facilities and services and are exclusive of G.S.T.

1. AIRPORT SERVICES CHARGES (ASC)

This charge applies to all embarking passengers and disembarking passengers (excluding transit passengers) on scheduled RPT and other aircraft using our airport terminals unless other arrangements are agreed in writing.

2. GENERAL LANDING CHARGES (GLC)

This charge applies to all civil aircraft operations at our airport regardless of category or class of operation unless other arrangements are agreed in writing:

(a) Notwithstanding clause 2.1 above, an aircraft whose registered owner is a corporate entity will be treated as commercial.

3. TRAINING EXERCISES, AIRCRAFT MAINTENANCE & AERODROME CIRCUITS

Contact BWWW management on 07 4614 3200 for applicable charges

4. SAFETY and SECURITY CHARGE (SSC)

(a) This charge applies to all embarking passengers (excluding transit passengers) on aircraft using the sterile area of the terminal and SRA unless other arrangements are agreed in writing.

(b) The charge comprises the proportion of seats contributed by any carrier in any billing period to the total seats generated by all carriers applied to the total cost of security screening and safety operations.

5. AIRCRAFT PARKING CHARGES (APC)

Contact BWWA management on 07 4614 3200 for applicable charges

6. ROTARY WING CHARGES (RWC)

Contact BWWA management on 07 4614 3200 for applicable charges

7. ULTRA-LIGHT/GLIDER CHARGES (UGC)

Glider operations from the field are prohibited

8. AIRSIDE ESCORT (AEC) and PERMIT CHARGES

(a) **This charge applies to:**

(i) All vehicles, personnel or activities operating on the airport requiring supervision; and

(ii) Persons requiring airside access but not having an ASIC; and

(iii) All visitors to airport requiring airside access.

(b) **BWWA will:**

(i) Escort all vehicles while airside; and

(ii) Issue temporary access passes when required.

(c) **FEE APPLICABLE**

Contact BWWA operations on 07 4614 3200

9. AIRSIDE ENVIRONMENTAL CHARGES (AEC)

(a) Where aircraft operators are responsible and do not complete their own clean up to our satisfaction, we will clean up any fuel or oil spills and charge you for the time and materials used.

(b) Fuel drains shall not be dropped on tarmac but disposed of in correct container provided

(c) Charge rate for clean-up is $100 plus GST per hour calculated in hourly increments plus cost of materials used and disposal of waste.

10. MINIMUM CLEANING CHARGES (MCC)

Minimum invoice value is $100 plus GST.

11. CAR PARKING CHARGES

(a) **Short Term Parking**

(i) 0 – 4 hrs Free to allow for dropping-off / picking-up passengers

(ii) 4 hrs till midnight $15.

(b) **Long Term Parking**

(i) One Day: $15.00 (or part thereof)

(ii) Two Days: $30

(iii) Three Days: $40

(iv) Four Days: $50

(v) Five Days: $60

(vi) Six Days: $70

(vii) Seven Days: $80

(viii) Additional days: $5

SCHEDULE 2 –POWER OF SALE

(a) If we exercise our power of sale under these terms of use, we may sell or agree to sell your aircraft on the airport (and any of its parts or accessories) or any other property of yours at the airport, on the terms and conditions as we think fit.

(b) If we exercise our power of sale under these conditions, we may sell or agree to sell your aircraft (and any of its parts or accessories) or other property of yours on such terms and conditions we think fit. They will include but not be limited to the following:

(1) the sale may be by public auction, private treaty or by tender, for cash or on credit;

(2) the sale may be for a price or prices, and any price or prices may be less than market value; and

(3) the sale may be with or without special provisions about title, or time, or means of payment of purchase money, or otherwise; and (d) the sale may allow the purchase money to remain secured by a mortgage or charge over the property sold, or secured by other security, or without security, and on any other terms, without us being responsible for loss.

(c) We may engage anyone in connection with the sale of your aircraft or any other property as we see fit.

(d) We may enter into, rescind or vary a contract for sale, and resell without being responsible for loss, and execute assurances of the property sold in your name and on your behalf.

(e) We may do anything to complete any sale which we consider desirable and set aside from the proceeds of sale any amount which we consider desirable to meet future claims until the possibility of claims being made has ended.

(f) Without limiting any other provision of this schedule, in consideration of our allowing you or your aircraft to use the Airport and the Services, you irrevocably appoint us severally as your attorney for the purposes of exercising our rights under this schedule including selling or transferring the aircraft (and any of its parts or accessories) or other property of yours at the Airport.

(g) We will apply the proceeds of a sale as follows:

(1) in reimbursing ourselves for any costs associated with the sale;

(2) in or towards the satisfaction of any outstanding Charges;

(3) if there remains any surplus, to you or anyone else entitled to it.

(h) If the proceeds of sale are less than the amount you owe us, the outstanding balance remains owing by you to us according to these conditions, and all of our rights against you remain unaffected.

(i) No one dealing with us on a sale of any aircraft (or any of its parts or accessories) or other property of yours under these conditions is bound to inquire what our rights and powers to deal in that way are or whether those rights or powers have been properly or regularly exercised. If we have exercised those rights or powers improperly or irregularly no one (other than us) is affected and the sale to them is valid or regularly exercised

SCHEDULE 3 – AVIATION SERVICES

This schedule is included for clarity only.

1. AIRCRAFT MOVEMENT FACILITIES AND ACTIVITIES MEANS ANY OF THE FOLLOWING

(a) Airside grounds, runways, taxiways and aprons;

(b) Airfield lighting, airside roads and airside lighting;

(c) Airside safety;

(d) Nose-in guidance;

(e) Aircraft parking;

(f) Visual navigation aids; and

(g) Aircraft refuelling services.

2. PASSENGER PROCESSING FACILITIES AND ACTIVITIES MEANS ANY OF THE FOLLOWING

(a) Terminal facilities including but not limited to check-in and baggage handling facilities.

(b) Departure lounges and holding lounges;

(c) Security systems and services (including closed circuit surveillance systems);

(d) Baggage make up, handling and reclaim;

(e) Public areas in terminals, public amenities and

(f) FIDS.

SCHEDULE 4 – COMMON USER CONDITIONS

This Schedule 4 applies to the use of the common user facilities at the airport terminal.

1. CHECK-IN, BOARDING GATE, SERVICE AND OTHER COUNTERS

(a) **Each check–in counter at the airport terminal is equipped with:**

(i) Motorised baggage belt and baggage injector belt; and

(ii) Weighing scales; and

(iii) PA system.

(b) We will allocate the counter to you in accordance with our allocation rules as specified and defined in our licence agreements with each operator.

(c) **Use of counters**

(i) When vacating a counter you are responsible for the condition the counter is left in

(ii) You must leave each counter and the immediate area surrounding it in a tidy condition.

(iii) You must remove your own equipment or stationery at the end of a period of use.

(iv) Rubbish (including bag tags, used bag tags and bag tag backing paper) must be put into the bins provided and must not be dropped or left on conveyor belts.

(v) If you do not comply with these requirements to our reasonable satisfaction, we will clean the counter and surrounding area at your cost.

(vi) No baggage is to be left unattended.

(d) **Security of counter**

You must take all reasonable precautions when using each counter to prevent unauthorised entry into the counter area and the BHS.

(e) **Leaving a counter**

When leaving a counter whether temporarily or at the end of your use, you must leave the counter in a secure condition. Your employee or agent shall ensure no baggage/parcels to be left unattended.

(f) **Ownership of counter position equipment**

The counter equipment, other than our equipment and other equipment we own, remains the property of the owner of that equipment or the person entitled to ownership of that equipment under any agreement to the contrary between the airline and the supplier.

2. OTHER EQUIPMENT WE OWN

(a) The counters and other equipment provided by us remain our property.

(b) You must not part with possession or control of our equipment unless we ask you to in writing.

3. BAGGAGE HANDLING SYSTEM (BHS) CONDITIONS.

(a) We will provide the BHS for domestic, regional operations, charter operations and general aviation operations, and will allocate the same in accordance with licensing arrangements as appropriate.

(b) You will be trained in the operation of this equipment and shall operate it at all time in accordance with the training.

4. ALLOCATION OF DEPARTURE / ARRIVAL EQUIPMENT.

We will allocate the use of the departure/arrival counters and equipment to you in accordance with our allocation rules and these terms of use. The allocation of the specific locations will be at our absolute discretion to achieve efficient operation of our airports.

5. USE OF DEPARTURE/ARRIVAL EQUIPMENT.

You must take proper care of the departure/arrival equipment and follow our reasonable directions for its use.

6. TRAINING OF YOUR PERSONNEL

(a) You must ensure that your staff operating the departure/arrival equipment is trained to operate it safely and in a manner to avoid damage to it, to other property and to persons

(b) You must accept responsibility for the training of your staff in the use of departure/arrival equipment.

7. DAMAGE TO DEPARTURE/ARRIVAL EQUIPMENT.

Except where there is a malfunction in the departure/arrival equipment caused by our negligent act (and only to that extent), you indemnify us for any damage to the departure/arrival equipment caused by your negligent act or omission in operating the departure/arrival equipment or in conducting your activities at the airports.

8. CLEANING OF DEPARTURE/ARRIVALS EQUIPMENT AREAS

You must leave the area surrounding the departure/arrival equipment in a tidy condition. If you do not, we will clean the area at your cost.

9. FIDS and PA SYSTEMS

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

(b) You must ensure that the information displayed on FIDS is current and accurate.

(c) You will amend the flight information data if there is a variation of five minutes or more to a flight arrival or departure time immediately upon being notified of this variation.

(d) The information on FIDS is confidential information. You must not give any other airlines information on FIDS to anyone else without our prior written consent other than information displayed in a public area.

(e) You will provide electronic medium artwork of your logo for inclusion in the FIDS system.

(f) The necessary data to generate your logo and other material in FIDS remains your property.

(g) You warrant that you hold copyright in that logo and that your use of the logo and other material does not breach anyone else's copyright or other intellectual property right.

(h) We must not give that logo to anyone else without your written consent.

(i) We may install additional FIDS display panels to private areas nominated by you provided you pay an agreed amount to cover the cost of installing the connection and the cost of the display devices.

(j) We will provide a PA system throughout the airport terminal. You must comply with our reasonable directions concerning the use of the PA system.

(k) You must act reasonably in the use of the PA system and, without limitation; you must restrict your announcements to whatever is operationally required.

10. REPAIR AND MAINTENANCE

(a) You must pay us for any repairs to, and maintenance of, the common user facilities or any other property caused by the neglect, misuse or damage by you, your employees, agents or contractors.

(b) We must repair and maintain the common user facilities at our own expense in circumstances other than set out in common user condition below.

(c) You are responsible for the conduct of your employees and agents.

11. USE OF OUR EQUIPMENT.

(a) You must take proper care of our equipment and follow our reasonable directions for its use.

(b) You must tell us immediately if any of our equipment is not working or has been damaged. We will repair our equipment as quickly as practicable. You must not allow any person except our employees, contractors or agents to repair our equipment.

You must give us reasonable access to inspect and to repair our equipment.

12. TERMINATION OF RIGHT TO USE COUNTERS.

(a) We may terminate your right to use the counters and the BHS immediately:

(i) By giving you written notice if you omit or fail to observe any of these terms of use, and you do not remedy the breach within 14 days of receiving a written notice from us to do so; or

(ii) When you cease to conduct or provide regular passenger air services at our airports.

(b) If your right to use counters and the BHS ceases, or if we have terminated your right, you must immediately pay to us any amounts outstanding for charges payable under these terms of use, which includes charges payable under these terms of use.

13. HANDLING AGENTS

(a) Where you have an agreement with a handling agent, the terms of that agreement must not be inconsistent with any of these terms of use.

(b) You must inform the handling agent of your obligations under these terms of use.

(c) We may send our invoices for the charges payable under these terms of use to your handling agent. You acknowledge that despite this you are the person responsible for payment of the charges in accordance with the terms of our invoice.

14. ACTS, REGULATIONS AND RULES.

(a) You accept that we are responsible for administering and operating the airport.

(b) You must ensure that your employees, contractors and agents do nothing to prevent us from observing our obligations under any Act and any by-laws made under those Acts and to indemnify us against any claim if they do.

(c) You agree that we can make rules for the day to day operation of our airports that will bind you. You and your employees and agents must comply with those rules at all times.

15. AIR NAVIGATION REGULATIONS.

You and we acknowledge that all carriers are required to operate in accordance with, without limitation, the Air Navigation Regulations and all other applicable Australian laws and International instruments.

16. PROHIBITION ON CONDUCTING UNACCOMPANIED BAGGAGE OPERATIONS.

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

SCHEDULE 5 –AIRPORT RULES

These terms of use have been formulated in the interest of all parties to establish the operating principles for the shared and common user facilities. The detail contained is intended to convey a general understanding of the terms of use and its application. Should greater explanation be required, the matter shall be referred to airport management.

1. AEROBATIC OPERATIONS

(a) Aerobatic operations of any kind are prohibited within five nautical miles of the aerodrome reference point.

(b) Unless

(i) conducted as part of an aerial display previously and specifically approved by the Airports Management

(ii) and if necessary approved by CASA.

2. AIRSIDE VEHICLES

All vehicles that are to operate airside shall be registered with BWWA and display a current AVP and shall not be driven airside unless they comply with the conditions contained in the BWWA's Airside Drivers Handbook.

3. AIRSIDE DRIVING PERMIT (ADP)

BWWA requires that anyone operating mobile equipment airside shall possess a BWWA issued ADP.

4. AVIATION SECURITY IDENTIFICATION CARDS (ASIC'S)

All staff when operating airside shall display their current ASIC as required by regulations.

5. BAGGAGE SYSTEM

BWWA requires that anyone operating the baggage system;

(a) use the emergency stop (E Stop) buttons for emergencies only,

(b) does not operate or interfere with the main control cabinet,

(c) does not walk/stand/ride on the conveyor system or carousel at any time,

(d) stays outside of the yellow lines at all times,

(e) does not put items that are oversized, fragile or light weight and does not put bottles on the BHS,

(f) Does not bypass security screening whilst in operation.

6. BALLOON OPERATIONS

Balloon operations of any kind are prohibited.

7. DANGEROUS GOODS (DG) HANDLING

DGs are to be handled in accordance with individual company DGs Policy and IATA. No DGs are to be held or stored within the terminal this includes fuel for airside vehicles and de-icing fluid.

8. BOARDING GATE OPERATIONS

All boarding gate doors are to be locked unless immediately attended. All passengers are to be escorted when airside.

9. CAR PARKING

Car parking at the airport has been established for the convenience of the travelling patrons of the Airlines and shall not be compromised by staff and services vehicles occupying prime spaces. Staff is required to park all vehicles including motor vehicles, motor bikes, motor scooters or any other form of personal transport, in the area designated for staff parking.

10. CHECKED BAG SCREENING

Checked bag screening will be conducted in accordance with BWWA's TSP.

11. DRUGS AND ALCOHOL

Drugs and alcohol will be dealt with in accordance with BWWA's DAMP and your own company DAMP.

12. FIDS

FIDS information is to be kept up to date by the airline/representative as per Schedule 4.

13. GLIDER OPERATIONS

Gliding operations are prohibited unless the glider is self-powered and VH registered.

14. GSE PARKING & STORAGE

GSE required for an operation shall be stored in the nominated equipment storage area and moved to the defined airside parking area no more than 30 minutes prior to estimated time of arrival of the aircraft. GSE shall be returned to the nominated storage area no more than 30 minutes after departure of the aircraft involved in the operation.

15. KEYS

(a) Access keys provided for you must be carefully treated stored safely.

(b) Lost keys shall be reported to BWWA as soon as it is realised that the key cannot be found.

(c) If the key lost gives access to a security restricted zone a Statutory Declaration detailing the circumstances shall be given to BWWA within 24 hours and before a replacement key is provided.

(d) Replacement keys shall be purchased in accordance with Schedule 1.

16. MOVING AIRCRAFT

The apron parking areas are reserved for operations for RPT activities and for a maximum period of 1 hour during normal operations. Parking of a greater duration than 1 hour is not permitted. Disabled

aircraft shall be moved immediately upon request from BWWA. You must have arrangements in place to move a disabled aircraft including access to a tractor or tug and a tow bar to fit the aircraft always available at the airport. Staff must be trained to move aircraft if required.

17. PASSENGER QUEUING SYSTEMS

Passenger queuing system shall by agreement with BWWA. Emergency egress shall not be restricted.

18. PERIMETER SECURITY

Perimeter security shall be maintained at all times.

19. PASSENGER SCREENING

Passenger screening shall be conducted in accordance with BWWA's TSP.

20. PA SYSTEM

The PA system shall only be used for flight information, emergency or security related issues.

21. RUBBISH REMOVAL

Rubbish removed from aircraft shall be placed in bins landside. BWWA may choose to provide a large skip or bin for use by all airport users and recover costs proportionally. There shall be no bins of any description placed within the terminal or landside or airside other than those provided by BWWA.

22. SECURITY

Security is the responsibility of everyone and is to be enforced in accordance with the *Aviation Transport Security Act 2004*, *Aviation Transport Security Regulations 2005* and TSP as they apply.

23. SECURITY RESTRICTED AREA (SRA)

When the SRA is active (30 minutes prior and post a jet arrival/departure) a current red ASIC is required to operate within the SRA. The SRA is denoted by a blue line on the apron.

24. SIGNS AND NOTICES

All signs and notices displayed shall be observed at all times. No signs or notices are to be erected without the consent of BWWA.

SCHEDULE 6 –SPECIAL CONDITIONS

Any special conditions set out in the Heads of Agreement (**HoA**).