

AIRPORT CONDITIONS OF USE FOR AERONAUTICAL INFRASTRUCTURE

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Contents

1	INTRODUCTION	4
1.1	Application of these Conditions of Use	4
1.2	Existing Users	4
1.3	New Users	4
1.4	Fees and Charges	4
1.5	Bank Guarantee	4
1.6	User's Information	4
1.7	Insurance	4
1.8	Conditions of Use	5
1.9	Amendment	5
1.10	Glossary	5
<hr/>		
2	LICENCE TO USE THE AIRPORT	5
2.1	Grant of Licence	5
2.2	User's policies and plans	5
2.3	Use of the Airport	6
<hr/>		
3	SERVICES AND FACILITIES	7
3.1	Services to be provided by PAPL	7
3.2	Schedule of Services and Facilities	7
3.3	Indemnity	7
<hr/>		
4	FEES AND CHARGES	8
4.1	Schedule of Fees and Charges	8
4.2	User to pay PAPL	8
4.3	Invoicing and Payment of Fees and Charges	8
4.4	Amendments to Invoices	8
4.5	Arrears of Payment	9
4.6	Failure to provide a Statement of Information	9
4.7	Queries	10
4.8	User's Affiliates	10
<hr/>		
5	GOODS AND SERVICES TAX	10
5.1	Definitions	10
5.2	Consideration is inclusive of GST	10
5.3	Reimbursement	10
5.4	Adjustment events	11
<hr/>		
6	BANK GUARANTEE	11
6.1	Provision of a Bank Guarantee	11
6.2	Recourse to Bank Guarantee	11
6.3	No entitlement to injunction	11
6.4	Release of Bank Guarantee	11
<hr/>		
7	USER'S INFORMATION	12
7.1	User's Information	12
7.2	PAPL's Use of User's Information	12
7.3	User to Advise PAPL	13

8	INDEMNITY AND INSURANCE	13
8.1	Indemnity	13
8.2	Insurance	14
9	ENVIRONMENT	14
9.1	Environmental Monitoring	14
9.2	Fuel and Oil Spills	15
10	AIRPORT PROVISIONS	16
10.1	Security Rules	16
10.2	Ground Handling Agents	16
10.3	Ground Handling Licence	16
10.4	Movement of Parked Aircraft and equipment	17
10.5	Stored Aircraft	17
10.6	PAPL's Official Capacity	18
11	OCCUPATIONAL SAFETY AND HEALTH	18
11.1	User's Obligations	18
11.2	Indemnity	19
11.3	User to assist PAPL	19
12	DISPUTE RESOLUTION	20
12.1	Negotiation	20
12.2	Mediation	20
12.3	Disputes to be Referred to an Expert	20
12.4	Expert's Decision Final and Binding	20
12.5	Expert to Provide Opinion	20
12.6	Powers of Expert	20
12.7	Costs	20
12.8	Representation	21
12.9	Conduct of Proceedings	21
12.10	Dispute not to Interfere with Obligations	21
12.11	Condition Precedent to Legal Proceedings	21
12.12	Survive Termination	21
12.13	Expert Determination Rules	21
12.14	Consolidation of disputes	21
12.15	Obligations to continue to be performed	21
13	NOTICES	22
13.1	General	22
13.2	Method of service	22
13.3	Address for service	22
13.4	Service by post	22
13.5	Service by facsimile	23
13.6	Service by email	23
13.7	Service after hours	23
14	GENERAL CONDITIONS	23
14.1	Compliance with Directions	23
14.2	Nuisance	23
14.3	Advertising Signs	24
14.4	Exclusion of Liability	24

14.5	Rectification by PAPL	24
14.6	Disposal of Waste	24
14.7	Standard of Cleanliness	24
14.8	Approval of PAPL	25
14.9	Maintenance and Other Works	25
14.10	Requirements of Authorities	25
14.11	Inconsistency	25
14.12	Governing law and jurisdiction	25
14.13	Annexures and exhibits	25
14.14	Communications	26
<hr/>		
15	AMENDMENT OF THESE CONDITIONS OF USE	26
15.1	Amendment by PAPL	26
15.2	Amendment becomes effective	26
<hr/>		
16	CONSTRUCTION	27
16.1	Unless expressed to the contrary, in this document:	27
<hr/>		
17	GLOSSARY	28
<hr/>		
	SCHEDULE OF SERVICES AND FACILITIES	34
<hr/>		
	SCHEDULE OF FEES AND CHARGES	36
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1 INTRODUCTION

1.1 Application of these Conditions of Use

These Conditions of Use apply to any person (User):

- (a) carrying on the Permitted Use or using the Services and Facilities at the Airport; and
- (b) who has not entered with PAPL into a current agreement in writing (Prices and Services Agreement) to use the Services and Facilities.

1.2 Existing Users

These Conditions of Use apply to Existing Users from the Operative Date, and replace any prior agreement or conditions applying between PAPL and the Existing User. Existing Users must comply with these Conditions of Use in all respects, including the provision of User's Information, proof of Insurance and any other requirements set out in this document.

1.3 New Users

These Conditions of Use apply to New Users from the time they first commence using the Services and Facilities. Before commencing to use the Services and Facilities a New User must supply to PAPL all of the User's Information, proof of Insurance and other material required by this document, and otherwise comply with these Conditions of Use.

1.4 Fees and Charges

In consideration of the provision of Services and Facilities by PAPL to the User, the User must pay to PAPL the Fees and Charges prescribed by and in accordance with **clause 4** and the Schedule of Fees and Charges at the end of these Conditions of Use.

1.5 Bank Guarantee

The User must, if and when required by PAPL, supply to PAPL a Bank Guarantee, guaranteeing to PAPL payment of the Fees and Charges and other amounts owing to PAPL in accordance with **clause 6**.

1.6 User's Information

The User must supply to PAPL all User's Information as and when required by PAPL in accordance with **clause 7**.

1.7 Insurance

The User must supply to PAPL all proof of Insurance as and when required by PAPL in accordance with **clause 8**.

1.8 Conditions of Use

- (a) The conditions under which the User may use the Airport, including the Services and Facilities and Fees and Charges are set out in these Conditions of Use.
- (b) A copy of these Conditions of Use is published on PAPL's official website.
- (c) These Conditions of Use operate as a contract between PAPL and the User in accordance with this document, as amended or replaced for the time being.
- (d) Users will only be permitted to use the Airport for the Permitted Use and receive the Services and Facilities in accordance with these Conditions of Use.

1.9 Amendment

These Conditions of Use (including the Fees and Charges) may be amended or replaced from time to time by PAPL acting reasonably, and any amendment or replacement will become binding on PAPL and the User in accordance with **clause 15**.

1.10 Glossary

A glossary of capitalised words and phrases used in this document is set out in **clause 17**.

2 LICENCE TO USE THE AIRPORT

2.1 Grant of Licence

PAPL grants to the User and the User accepts a non-exclusive licence to use the Airport in common with Other Operators and to utilise the Services and Facilities in accordance with this document to enable the User to carry on the Permitted Use. This includes the right in common with Other Operators to access the Airport at times designated for the time being by PAPL, acting reasonably.

2.2 User's policies and plans

- (a) The User must provide to PAPL within 14 days after a request in writing from time to time by PAPL, the following documents:
 - (i) the User's occupational safety and health policy;
 - (ii) the User's airport emergency plan; and
 - (iii) the User's disabled aircraft recovery plan,

each of which must be consistent with PAPL's published policies, good industry practice and in a form acceptable to PAPL, acting reasonably.

- (b) If the User makes a change to any of the policies or plans provided under **clause 2.2(a)**, the change must be consistent with PAPL's published policies and good industry practice. The User must promptly notify PAPL in writing of the change, and the change must be acceptable to PAPL, acting reasonably.

- (c) The User warrants and undertakes that it will at all times act in accordance with each of the policies, plans and changes provided to PAPL in accordance with **clauses 2.2(a)** and **(b)**.

2.3 Use of the Airport

- (a) The User acknowledges that its use of the Airport is subject to compliance by the User with:
 - (i) the Airports Act and the Airports Regulations;
 - (ii) local flying restrictions including the requirements of the Civil Aviation Act, the Civil Aviation Regulations, the Air Navigation Act, the Air Navigation Regulations and Airservices Australia publications including aeronautical information publications, en route supplements and notices to airmen;
 - (iii) these Conditions of Use;
 - (iv) the Airport Operating Protocol ;
 - (v) all reasonable and lawful conditions, instructions, orders or directions expressly contemplated by this document and made by PAPL pursuant to this document or by any Relevant Authority;
 - (vi) any demand management schemes or capacity allocation rules reasonably imposed by PAPL or by any Relevant Authority;
 - (vii) the Security Rules and directives on security of airports and aircraft issued by the Department; and
 - (viii) all relevant State and Commonwealth laws relating to employer and employee conduct including, but not limited to, the Occupational Safety and Health Law and the laws relating to sexual harassment, discrimination and equal employment opportunity.
- (b) The User for itself, and to the extent applicable for the User's Associates, agrees to be bound by and to comply with **clause 2.3(a)** immediately upon the User engaging in the use of the Airport. The User will be responsible for the acts and omissions of the User's Associates.
- (c) In the case of a conflict between this document and the Airport Operating Protocol, this document will prevail.

3 SERVICES AND FACILITIES

3.1 Services to be provided by PAPL

PAPL will:

- (a) supply the Services and Facilities:
 - (i) with all due care and skill;
 - (ii) in accordance with good airport management practice and any relevant Australian standards;
 - (iii) in accordance with all applicable laws and regulations; and
 - (iv) in accordance with any service and performance standards or levels set out in this document which relate to the provision of the Services and Facilities or any part of them;
- (b) provide necessary security arrangements to meet the requirements of the Security Rules and the Air Navigation Regulations, subject to payment of all Charges by the User in accordance with this document; and
- (c) maintain the Airport in a clean, safe and serviceable condition sufficient to facilitate the Permitted Use,

in accordance with this document and subject to Force Majeure, and any other provision of this document.

3.2 Schedule of Services and Facilities

The Services and Facilities provided by PAPL to the User are described in the Schedule of Services and Facilities at the end of this document.

3.3 Indemnity

PAPL must indemnify and keep indemnified the User and the User's Associates from and against all claims, actions, liabilities and losses arising from, and any costs and expenses incurred in connection with:

- (a) loss of or damage to any property; or
- (b) injury, disease or death to any person,
caused by or to the extent contributed to by:
 - (c) an act, negligence or default of PAPL or its PAPL's Associates;
 - (d) any danger created by PAPL or PAPL's Associates (whether or not the existence of that danger was or ought to have been known to it or them);
 - (e) the operation of any equipment, machinery or thing by any person by or on behalf of PAPL or PAPL's Associates; or
 - (f) any other act or thing by or on behalf of PAPL or PAPL's Associates which may arise from or in relation to its operation of the Airport.

4 FEES AND CHARGES

4.1 Schedule of Fees and Charges

The Fees and Charges payable by the User for the Services and Facilities are set out in the Schedule of Fees and Charges at the end of this document.

4.2 User to pay PAPL

- (a) The User agrees to pay PAPL the applicable Fees and Charges as set out in the Schedule of Fees and Charges unless otherwise agreed in writing between the User and PAPL.
- (b) PAPL will provide the User with a Schedule of Fees and Charges for use of the Services and Facilities at least annually or whenever prices are varied. These may be provided to the User by PAPL publishing its Schedule of Fees and Charges on PAPL's official website.
- (c) The User is liable for and must pay PAPL all Fees and Charges incurred by the User and invoiced by PAPL in accordance with this document.

4.3 Invoicing and Payment of Fees and Charges

- (a) PAPL will provide the User with an invoice each calendar month. If the User provides a relevant and timely Statement of Information under **clause 7.1**, PAPL will use Best Endeavours to issue the invoice within five Business Days after receipt of the Statement of Information.
- (b) The invoice will detail Fees and Charges as determined by PAPL.
- (c) PAPL will issue a statement of account which may be in electronic form with the invoice outlining the current invoice, amounts overdue for payment, cash receipts, account adjustments, outstanding balance and statement payment due date.
- (d) The statement payment due date will be the 30th day of the month after the month to which the invoice applies.
- (e) The User must pay each invoice on or before the statement payment due date, save and except to the extent that the User, acting reasonably, believes the invoice is in error and the User has informed PAPL of the error in writing.
- (f) Accounts must be paid by electronic funds transfer to PAPL's nominated bank account for the time being notified by PAPL to the User, or as otherwise agreed by PAPL and the User.

4.4 Amendments to Invoices

- (a) PAPL is under no obligation to change invoices or payments if it has correctly processed the User's Information.
- (b) PAPL at its sole discretion, acting reasonably, may alter an invoice or payment if the User's Information is corrected in accordance with **clause 4.6(d)** or is otherwise in error.

4.5 Arrears of Payment

- (a) If any amount due and payable to PAPL is not paid within 30 days after the date on which the amount becomes due and payable under this document, the User must pay PAPL interest calculated on a daily basis from the date on which the amount became due and payable until the date of payment (both dates inclusive) at the reference lending rate of Westpac Banking Corporation at the date of payment plus 2%. Interest must be paid by the User at the same time as it pays the amount to which the payment relates.
- (b) Without limiting **clause 4.5**, PAPL reserves the right to demand, and the User must pay if demanded the following late payment administration fees in respect of any amount which becomes due and payable under this document:
 - (i) any amount not paid by 60 days after the due date - \$300; or
 - (ii) any amount not paid by 90 days after the due date - \$500.

4.6 Failure to provide a Statement of Information

- (a) If the User fails to comply with **clause 7.1**, the Fees and Charges payable by the User will be calculated by PAPL until the User provides a correct Statement of Information, and the User will be liable to pay the amount calculated by PAPL but subject to alteration as provided by **clause 4.6(d)**.
- (b) The User acknowledges that PAPL may from time to time verify the User's Information provided in accordance with **clause 7.1** by means including, but not limited to:
 - (i) reference to data collected by the Australian Customs Services, Airservices Australia or any Relevant Authority; and
 - (ii) PAPL directly collecting information including, but not limited to, counting Passengers embarking or disembarking the User's Aircraft.
- (c) If a Statement of Information in accordance with **clause 7.1** is not provided, or if PAPL reasonably considers a Statement of Information to be inaccurate:
 - (i) PAPL will notify the User in writing of the data PAPL believes is inaccurate and its reasons why;
 - (ii) the User will have five Business Days in which to respond in writing to the issues raised by PAPL under **clause 4.6(c)(i)**;
 - (iii) if PAPL acting reasonably is not satisfied with the written response by the User, or if the User provides no response, the User must permit an independent auditor appointed by PAPL to inspect the User's records (including those held by its agents) for the purposes of calculating correct information;
 - (iv) PAPL will require the auditor to and must itself maintain confidentiality of the User's Information subject to **clause 7.2**; and
 - (v) PAPL will adjust the fees and charges, and if necessary, in accordance with the information determined by the independent auditor, subject to **clause 12**.

- (d) If the amount payable by the User under this **clause 4.6** is different from the amount that would have been payable if the User provided a correct Statement of Information:
 - (i) PAPL will make an appropriate adjustment to the next invoice so that the User will have paid the correct amount upon payment of that invoice; and
 - (ii) if the amount of the adjustment is a sum payable to PAPL more than 2.5% of the correct amount of the fees and charges for that month, the User must on demand pay or reimburse PAPL the reasonable fee of the auditor.

4.7 Queries

A query regarding any payment should be made in the first instance to Perth Airport Accounts Receivable Clerk at aero@PAPL.com.au.

4.8 User's Affiliates

The User must ensure that any of the User's Affiliates accessing the Airport or using the Services and Facilities make all payments due to PAPL under this document and make the payments within seven days of having been requested to do so by PAPL after the payments have fallen due and the User must indemnify and pay PAPL on demand by PAPL against any amounts if they fail to pay.

5 GOODS AND SERVICES TAX

5.1 Definitions

In this clause:

- (a) expressions which are not defined, but which have a defined meaning in the GST Law, have the same meaning; and
- (b) "GST Law" has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

5.2 Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this document are inclusive of GST. The recipient's obligation to pay the GST component of the consideration is subject to it receiving a valid tax invoice in respect of the supply at or before the time of payment.

5.3 Reimbursement

If this document requires a party to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

5.4 Adjustment events

If at any time an adjustment event arises in respect of any supply made by a party under this document, a corresponding adjustment must be made between the parties in respect of any amount paid to that party by the other party pursuant to **clause 5.3** and payments to give effect to the adjustment must be made and the supplier must issue an adjustment note.

6 BANK GUARANTEE

6.1 Provision of a Bank Guarantee

If PAPL in accordance with **clause 1.5** requires the provision of a Bank Guarantee, the User must provide the Bank Guarantee for the amount requested by PAPL within fourteen (14) days. PAPL has a discretion to approve or disapprove of the form of a Bank Guarantee and the financial institution giving it.

6.2 Recourse to Bank Guarantee

PAPL may have recourse to a Bank Guarantee and may convert a Bank Guarantee into money where:

- (a) (i) the User has breached this document; or
 - (ii) moneys are owed by the User to PAPL and remain unpaid fourteen (14) days after the due date for payment;
- (b) PAPL has given the User not less than five (5) days' notice in writing of PAPL's intention to convert the Bank Guarantee; and
- (c) not less than five days have elapsed since the notice was given.

6.3 No entitlement to injunction

The User acknowledges and agrees that:

- (a) PAPL has a right to conversion of a Bank Guarantee at any time in accordance with this document; and
- (b) the User has no entitlement to obtain an injunction preventing PAPL from conversion of a Bank Guarantee.

6.4 Release of Bank Guarantee

When the User ceases using the Airport and the Permitted Use and PAPL is satisfied that the User will not resume using them in the foreseeable future, PAPL will release the Bank Guarantee to the User.

7 USER'S INFORMATION

The provisions of this **clause 7** apply if PAPL, by notice in writing to the User given at any time, requires the User to comply with this **clause 7**.

7.1 User's Information

- (a) No later than midday on the 10th Business Day after the end of each calendar month, the User must itself or must procure its appointed Ground Handling Agent to provide PAPL with a Statement of Information in electronic form and to a level of detail determined by PAPL acting reasonably from time to time showing:
 - (i) the movements of all User's Aircraft referenced to each aircraft movement during each day;
 - (ii) the number of arriving Passengers, departing Passengers, Transfer Passengers and Transit Passengers and their baggage referenced to each Operator's Aircraft movement during each day; and
 - (iii) the volume of cargo and mail embarked and disembarked in kilograms at the Airport referenced to each User's Aircraft movement during each day.
- (b) If not already provided to PAPL, the User must provide PAPL at its request details of the MTOW, seating capacity and configuration in respect of the User's Aircraft. The User must use Best Endeavours to inform PAPL of any changes in MTOW or any additional User's Aircraft using the Airport as and when this occurs.
- (c) The User must, if required by notice in writing by PAPL, supply to PAPL such other information as PAPL may reasonably require concerning the User's use of the Airport for the purposes of this document. The User must provide the information within seven days after service of the notice or such other time specified in the notice. If the period of time specified is less than seven days it must be a reasonable time in the circumstances.
- (d) If the User becomes aware of any errors in the User's Information the User must inform PAPL of the error and provide in writing the correct information and an explanation for the error.
- (e) The User will keep proper source records of the User's Information for a period of two years or longer as may be required by law.

7.2 PAPL's Use of User's Information

- (a) PAPL is permitted to use User's Information for the purposes of the Airport including but not limited to:
 - (i) any lawful purpose necessary for compliance with the Airports Act, the Airports Regulations, the Security Rules or any other law;
 - (ii) any lawful purpose necessary for the good planning, development or operation of the Airport;

- (iii) combining the information in an aggregated form, for reporting and discussing activity and performance of the Airport or PAPL or its shareholders but in any event not to disclose the User's Information to a third party; and
 - (iv) calculation of charges to the User.
- (b) PAPL warrants and undertakes that in using the User's Information in accordance with **clause 7.2(a)** PAPL and PAPL's Associates will keep the User's Information confidential at all times and will take all reasonable measures to ensure this.

7.3 User to Advise PAPL

The User must promptly advise PAPL in writing of any change or changes in:

- (a) the name of the User;
- (b) the address or registered office of the User;
- (c) the owner or owners of 50% or more of the shareholding in the User, or a change or changes in the shareholding in or management of the User which may result in a change in the effective control of the User, whether by one or a series of transactions; or

any of the changes described in **clauses 7.3(a), (b) or (c)** which apply to any of the User's Affiliates.

8 INDEMNITY AND INSURANCE

8.1 Indemnity

The User must indemnify and keep indemnified PAPL and PAPL's Associates from and against all claims, actions, liabilities and losses including consequential loss and economic loss arising from, and any costs, charges and expenses incurred in connection with:

- (a) loss of or damage to any property; or
- (b) injury, disease or death to any person,
caused by or to the extent contributed to by:
 - (c) an act, negligence or default of the User or the User's Associates;
 - (d) any danger created by the User or the User's Associates (whether or not the existence of that danger was or ought to have been known to it or them);
 - (e) the operation of any aircraft, equipment, machinery or thing by any person by or on behalf of the User or the User's Associates; or
 - (f) any other act or thing by or on behalf of the User or the User's Associates which may arise from or in relation to its use of the Airport.

8.2 Insurance

The User must if PAPL, by notice in writing to the User given at any time requires the User to comply with this **clause 8.2**:

- (a) take out a public liability insurance policy of at least \$50 million in respect of the Permitted Use carried on at the Airport in the name of the User that adequately protects and names as co-insured parties PAPL, the Commonwealth and the User, and the User must ensure that PAPL's, the Commonwealth's and the User's interests in this insurance is evidenced in writing by the insurer, to a minimum liability and for an excess the User carries in the normal course of its business for any single event;
- (b) take out other insurances which are either required by law in connection the User's use of the Airport or that a prudent airline or aircraft operator would ordinarily take out;
- (c) take out each of the insurances described in **clauses 8.2(a)** and **(b)** with a reputable insurer and provide on demand evidence to PAPL of the currency and contents of the insurance policy or policies;
- (d) require and ensure that the User's Associates (including, for the avoidance of doubt, the User's Affiliates) take out insurances of the type described in **clauses 8.2(a)** and **(b)** as appropriate to their respective roles in relation to the Permitted Use, or that the User includes them as named insured under the User's policies;
- (e) pay punctually all premiums for the insurance effected pursuant to this document;
- (f) in the event of any claim made under the policies the User must apply the insurance moneys to the purpose for which the claim was made; and
- (g) not do anything or omit to do anything whereby any insurance effected pursuant to this document may become vitiated or non-effective.

9 ENVIRONMENT

9.1 Environmental Monitoring

The User must:

- (a) comply with the Airports (Environment Protection) Regulations and all other relevant environmental controls in carrying on the Permitted Use;
- (b) comply with any reasonable direction or request by PAPL relating to the environmental performance of the Airport;
- (c) monitor the environmental impacts of its own activities at the Airport and report on them to PAPL in a manner reasonably determined by PAPL after consultation with the User and in accordance with all relevant environmental controls in carrying on the Permitted Use, including the Airports Act, the Airports (Environment Protection) Regulations and any environmental strategy published by PAPL or any Relevant Authority for the Airport;

- (d) permit PAPL and PAPL's Associates at any reasonable time to inspect the User's premises, facilities and operations at the Airport and monitor its environmental performance and to rectify any environmental harm;
- (e) immediately after the User becomes aware of them:
 - (i) notify PAPL of any contamination or environmental hazard or breach of any environmental law or requirement arising in connection with the Permitted Use; and
 - (ii) if the matter is occasioned by the User or any User's Associates or by carrying out the Permitted Use, the User must remedy the contamination, hazard, breach or requirement to the reasonable satisfaction of PAPL; and
- (f) keep all environmental data confidential and obtain the written consent of PAPL prior to releasing any data, environmental or otherwise in relation to any part of the Airport except where required by law to disclose them.

9.2 Fuel and Oil Spills

- (a) The User acknowledges and accepts responsibility for the deliberate or accidental discharge of fuel, oil, lubricant or other material from any of its, its agents', its contractors' or its suppliers' aircraft, vehicle or other equipment of the User or any of the User's Associates at the Airport.
- (b) Immediately after the User becomes aware of any discharge of fuel, oil, lubricant or other material, the User must:
 - (i) notify PAPL; and
 - (ii) if the matter is occasioned by the User or any User's Associates or by carrying out the Permitted Use, the User must remedy the discharge at its cost.
- (c) The User must meet all reasonable direct, indirect and consequential expenses incurred by PAPL in dealing with events for which the User has accepted responsibility under **clause 9.2**.

10 AIRPORT PROVISIONS

10.1 Security Rules

- (a) The User must comply with the requirements of the Security Rules and a breach or failure by the User to do so gives PAPL, in addition to its other rights and powers, the right to require the User to rectify the non-compliance within a reasonable time (as determined by PAPL acting reasonably). Failure by the User to comply will entitle PAPL to do such things at the User's cost as may enable the Security Rules to be satisfied.
- (b) Any exercise of PAPL's powers under the Security Rules will not constitute a breach of this document and the User must not make any claim in respect of PAPL's exercise of these rights.
- (c) Any decision or action taken by PAPL in relation to this **clause 10.1** is not subject to **clause 12** of this document.

10.2 Ground Handling Agents

- (a) Any Ground Handling Agent appointed by the User must be permitted by PAPL to provide ground handling services at the Airport. This document does not give the User the right to permit any Ground Handling Agent to enter or provide services at the Airport unless the Ground Handling Agent has PAPL's permission to provide ground handling services at the Airport.
- (b) PAPL reserves the exclusive right, acting reasonably, to licence Ground Handling Agents at the Airport, and to determine the terms and conditions on which Ground Handling Agents operate at the Airport.
- (c) The User must advise PAPL in writing of the User's Ground Handling Agent and any change of Ground Handling Agent.
- (d) The User acknowledges that its Ground Handling Agent is an agent of the User for the purposes of this document.

10.3 Ground Handling Licence

- (a) PAPL will grant to the User and the User accepts a non-exclusive licence to provide ground handling and associated services to the User's Associates and Other Operators and users of the Airport.
- (b) The User must at all times comply with any rules that PAPL may, acting reasonably, establish for the conduct of ground handling operations at the Airport.

10.4 Movement of Parked Aircraft and equipment

- (a) The Airport Chief Executive or his delegate, acting reasonably, and in accordance with this document, may at any time order the User to move to another position or remove from the Airport:
 - (i) any parked aircraft of the User or the User's Affiliates; or
 - (ii) any other equipment of the User or the User's Associates (including its Ground Handling Agent).
- (b) An order given under **clause 10.4** may be given orally and subsequently confirmed in writing, including either email or facsimile to the number or address provided by the User under **clause 13**. The notice does not need to be given during a Business Day.
- (c) If the User (or the User's Associate or Ground Handling Agent) fails to comply with the order within 20 minutes or other longer time period specified in the order the User must on demand pay PAPL a special charge of \$2,000 for every hour or part of an hour during which the aircraft or equipment is not moved to the new position or removed from the Airport after the period specified in the notice has expired.
- (d) For the avoidance of any doubt, in the event that the User does not move its aircraft, PAPL may move the aircraft itself or by PAPL's Associates.
- (e) Compliance with any order given under this **clause 10.4** must not be delayed by the procedures set out in **clause 12**. However, if the User believes PAPL has acted unreasonably in issuing an order, the provisions of **clause 12** can be used in relation to any charge levied by PAPL pursuant to **clause 10.4(c)**.
- (f) This **clause 10.4** does not apply to any equipment lawfully located within any premises leased or licensed by PAPL to the User or the User's Associates.

10.5 Stored Aircraft

- (a) At the request of the User, PAPL may in its sole discretion, in writing permit the User to store the User's Aircraft at the Airport. In granting its permission, in its sole discretion PAPL may determine the location and duration of any storage and the number and type of the User's Aircraft the User may store.
- (b) The User's Aircraft will be deemed to be Stored Aircraft in the event it has not conducted any flight operations within a 14 day rolling period and is parked on a PAPL operated apron or bay for a continuous period of five or more days. For the avoidance of doubt, this period does not recommence in the event that the User's Aircraft is moved between locations on the Airport.
- (c) Stored Aircraft are at all times subject to the application of **clause 10.4**.
- (d) PAPL may require Stored Aircraft to be removed by the User by giving seven days written notice to the User.

- (e) The User must on demand pay PAPL for Stored Aircraft in accordance with this document. For the avoidance of any doubt, the storage period will be deemed to begin:
 - (i) in the case of Stored Aircraft stored under clause **10.5(a)**, from the date PAPL has consented to storage beginning; or
 - (ii) in the case of Stored Aircraft stored under clause **10.5(b)**, from the first day the Stored Aircraft has been continuously parked.

10.6 PAPL's Official Capacity

The User acknowledges and accepts that in addition to acting in its contractual capacity under these Conditions of Use, PAPL is also charged with the responsibility of administering and enforcing certain provisions of the Airports Act and the Airports Regulations and that any conduct of PAPL in its regulatory capacity is deemed not to be a breach of any of PAPL's obligations under this document. The User must comply with all lawful requirements imposed by PAPL in the exercise of its powers under the Airports Act or the Airports Regulations. The User must not do or suffer to be done any act or neglect or omit to do any act or permit any other person to neglect or omit to do any act where the conduct, neglect or omission may obstruct PAPL from performing its responsibilities and the User must indemnify and keep PAPL indemnified against any costs, claims or expenses suffered by PAPL as a result of failing to comply with this **clause 10.6**.

11 OCCUPATIONAL SAFETY AND HEALTH

11.1 User's Obligations

The User must itself, and must ensure that the User's Associates at all times:

- (a) comply with:
 - (i) all Occupational Safety and Health Laws which are applicable to the Permitted Use;
 - (ii) the User's current occupational safety and health policy; and
 - (iii) PAPL's Airport safety systems policy for the time being communicated in writing to the User;
- (b) ensure procedures are in place for the identification, assessment and management of risks in relation to any works carried out by the User or the User's Associates;
- (c) not do or fail to do or allow to be done anything in contravention of any Occupational Safety and Health Laws;
- (d) comply with notices issued by any Relevant Authority in relation to occupational safety and health relating to the Permitted Use. The User must notify PAPL of any notices issued by any Relevant Authority which the User or the User's Associates must comply with in accordance with this **clause 11.1**;
- (e) comply with all lawful directions and notices of PAPL and any Relevant Authority in relation to occupational safety and health relating to the Permitted Use;

- (f) report any occupational safety and health incident relating to the Permitted Use to PAPL as soon as practicable after becoming aware of the incident;
- (g) comply with any occupational safety and health audits or inspections undertaken or required by PAPL and any Relevant Authority in relation to the Permitted Use; and
- (h) ensure that any person procured by the User to carry out works complies with:
 - (i) all Occupational Safety and Health Laws; and
 - (ii) (PAPL's procedures for the identification, assessment and management of risks in relation to works,

which are applicable to the works.

11.2 Indemnity

To the extent permitted by law and subject to **clause 11.3**, the User must keep PAPL indemnified at all times against liability of every description arising out of:

- (a) any incident;
- (b) any injury;
- (c) any prosecution; or
- (d) any claim by any person for loss, damage, disability, disease or death allegedly suffered as a result of injury or death,

caused or contributed to by the User or the User's Associates, as the case may be.

11.3 User to assist PAPL

The User must ensure so far as is practicable that it does not by its or the User's Associates acts or omissions cause or contribute to any breach by PAPL of any Occupational Safety and Health Law and must take all steps as are practicable to assist PAPL in complying. The User must indemnify PAPL to the extent permitted by law in respect of any liability, costs, losses or expenses whatsoever arising in connection with any breach of the Occupational Safety and Health Law by PAPL to which PAPL or PAPL's Associates has contributed by a breach of this **clause 11.3**. The indemnity given under this **clause 11.3**, does not restrict or alter and is not restricted or altered by any indemnity given elsewhere under this document.

12 DISPUTE RESOLUTION

12.1 Negotiation

If a dispute arises under these Conditions of Use, before referring the dispute to an Expert in accordance with the following provisions of this **clause 12**, PAPL and the User must cause their respective chief executive officers or authorised delegates to meet and attempt to resolve the dispute by negotiation in good faith. If they fail to agree, or if a party refuses to meet, the following provisions of this **clause 12** will apply.

12.2 Mediation

If the dispute is not resolved in accordance with **clause 12.1**, PAPL and the User must refer the dispute to mediation in accordance with the Commercial Dispute Mediation Guidelines for the time being published by the Australian Commercial Disputes Centre (or its replacement, if any), except to the extent that they are inconsistent with any provision of this document.

12.3 Disputes to be Referred to an Expert

If the dispute is not resolved in accordance with **clauses 12.1** and **12.2** either PAPL or the User may refer the dispute to a person agreed between the parties, or failing agreement within seven Business Days:

- (a) if the dispute is over the construction of this document, to a Queen's Counsel or Senior Counsel practising in Perth of not less than five years standing appointed by the President of the Law Society of Western Australia or his nominee; or
- (b) if the dispute is over any other matter, to a professional with qualifications appropriate to the matter under dispute appointed by the Chapter Chairperson of the Institute of Arbitrators and Mediators Australia (Western Australian Chapter) or the Chairperson's nominee.

12.4 Expert's Decision Final and Binding

The person to whom the dispute is referred ("Expert") acts as an expert and not as an arbitrator. In the absence of manifest error the Expert's decision is final and binding on the parties, subject to **clause 12.11**.

12.5 Expert to Provide Opinion

The Expert must provide his opinion in writing within seven days after the dispute was referred to him, or a longer period to which both parties agree, acting reasonably.

12.6 Powers of Expert

The Expert may investigate, call witnesses and take the advice of other experts the Expert deems appropriate.

12.7 Costs

The cost of referring a dispute to an Expert, and the Expert's costs are to be shared equally by PAPL and the User. PAPL and the User must pay its own costs.

12.8 Representation

At any hearing conducted by the Expert each party may appear personally, or be represented by any person including a qualified legal practitioner.

12.9 Conduct of Proceedings

The Expert may make investigations and conduct the proceedings in any way the Expert thinks fit. The parties must give the Expert all assistance and provide documents and make submissions as required by the Expert.

12.10 Dispute not to Interfere with Obligations

The existence or referral of a dispute does not affect PAPL's or the User's obligation to perform its obligations under this document.

12.11 Condition Precedent to Legal Proceedings

A party must not begin legal proceedings over any matter arising out of these Conditions of Use unless the matter arising has first been referred to, and determined by, an Expert, and the legal proceedings arise from an error of law, corruption, fraud, partiality, bias or a breach of the rules of natural justice by the Expert.

12.12 Survive Termination

This clause will survive the termination of these Conditions of Use.

12.13 Expert Determination Rules

Unless otherwise agreed between the parties, the Expert Determination Rules from time to time of the Australian Commercial Disputes Centre (or its replacement, if any) must apply to the dispute resolution process in this clause, except to the extent that they are inconsistent with any provision of this document.

12.14 Consolidation of disputes

If there is a dispute between the parties which has the same subject matter as a dispute between PAPL and one or more Other Operators, PAPL may by notice in writing to the User and the relevant Other Operators, consolidate the disputes and refer them to the same Expert for determination simultaneously subject to any conditions the Expert considers appropriate. PAPL and the User must then be required and bound to have the disputes determined in this manner.

12.15 Obligations to continue to be performed

If the dispute concerns an existing, amended or new obligation to be performed by the User or the User's Affiliates (including new or increased Fees and Charges), the User or the User's Affiliates must perform the obligation as required by PAPL unless the obligation is incapable of being performed by the User or the User's Affiliates, and if following the determination of the dispute an adjustment is required to be made between PAPL and the User or the User's Affiliates (for example the payment or reimbursement of moneys), they must make the adjustment promptly.

13 NOTICES

13.1 General

Subject to any express provision in this document to the contrary, any notice, demand, certification or other communication in this document:

- (a) must be given in writing and in the English language; and
- (b) may be given by an authorised representative of the sender.

13.2 Method of service

In addition to any means authorised by law any communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by pre-paid ordinary mail or if the address is outside Australia, by pre-paid airmail;
- (d) facsimile to the party's current numbers for service; or
- (e) being electronically mailed to the party's current email address.

13.3 Address for service

- (a) The addresses and numbers for service are initially:

Perth Airport Pty Ltd

address: 2 Wiencke Drive, Perth Airport, Western Australia, 6105.

facsimile: 08 9478 8889

email: aero@PAPL.com.au.

The User

The address, facsimile or email address for the time being supplied by the User to PAPL.

- (b) PAPL or the User may from time to time change its address or numbers for service by notice to the other.

13.4 Service by post

A communication given by post must be deemed received:

- (a) if posted within Australia to an Australian address, on the third Business Day after posting; and
- (b) in any other case, on the tenth Business Day after posting.

13.5 Service by facsimile

A communication sent by facsimile must be deemed a written communication:

- (a) when the sender's facsimile machine produces a transmission report stating that the facsimile was sent to the addressee's facsimile number; and
- (b) given in the form transmitted unless the message is not fully received in a legible form and the addressee immediately notifies the sender of that fact.

13.6 Service by email

If a communication is electronically mailed, it will be deemed a written communication when a delivery confirmation report which records the time that the email was delivered to the addressee's current email address is received by the sender, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the addressee.

13.7 Service after hours

Subject to any express provision in this document to the contrary, if a communication to a recipient is received by it:

- (a) after 5.00pm; or
- (b) on a day which is not a Business Day,

it will be deemed to have been received on the next Business Day.

14 GENERAL CONDITIONS

14.1 Compliance with Directions

The User must comply, and ensure the User's Associates comply, with all lawful directions given from time to time by PAPL in relation to:

- (a) the storage of fuel, oil or other materials of an explosive or flammable nature at the Airport; and
- (b) the provision and installation of suppressors in motor vehicles or other plant and equipment from time to time at the Airport to prevent interference with radio or television transmission or reception or with any computer, radar, communication or other electronic equipment.

14.2 Nuisance

The User or the User's Associates must not do anything at the Airport which may constitute a nuisance, annoyance or danger to any person at the Airport except to the extent necessary properly to perform the Permitted Use.

14.3 Advertising Signs

- (a) The User will not display at the Airport any advertisement, placard or sign other than those the contents, form and location of which have been approved in writing by PAPL or is allowed by an Other Agreement.
- (b) Subject to **clause 12**, the User must upon reasonable notice immediately remove or obliterate any advertisement, placard or sign not referred to in **clause 14.3(a)** when so directed by PAPL unless allowed by an Other Agreement.

14.4 Exclusion of Liability

PAPL and its respective directors, officers, employees or agents are not liable to the User in any circumstances for any loss of revenue, loss of production or loss of profit, or any indirect, economic, special or consequential loss or damage.

14.5 Rectification by PAPL

- (a) If within a reasonable period (as determined by PAPL acting reasonably) after notice in writing given by PAPL to the User requiring any act to be done in accordance with the User's obligations under this document, the User fails or neglects to do the act, PAPL may do the act;
- (b) the expense of so doing (of which expense a certificate by PAPL must in the absence of manifest error be conclusive evidence) must be payable on demand by the User to PAPL; and
- (c) the User must indemnify and hold harmless PAPL, its employees, agents and contractors against any claim made in relation to PAPL doing the act the User has failed to do in accordance with this document arising from:
 - (i) damage to the User's or any other person's property;
 - (ii) any direct or consequential loss suffered by the User or any other person; or
 - (iii) injury or death of any person.

14.6 Disposal of Waste

The User must comply with all of PAPL's reasonable and lawful directions as to the disposal of waste including, without limitation, directions in respect of quarantine requirements and the payment of fees as reasonably set by PAPL from time to time for waste disposal. For the avoidance of doubt the User must not dispose of waste in the bins provided in the Airport for public use.

14.7 Standard of Cleanliness

The User must at all times keep those parts of the Airport and other areas which it uses in a clean and serviceable condition during and at the end of the period of the User's usage having regard to its location at the Airport and the nature of the Permitted Use.

14.8 Approval of PAPL

Save and except for the User's right to carry out work on its own equipment, facilities or installations at the Airport, the User will not remove, replace exchange or alter any part of the equipment, facilities or installations at the Airport unless it has first received the consent in writing of PAPL. PAPL, acting reasonably, but in its absolute discretion, may refuse or permit the work or may permit the work subject to such conditions as it considers appropriate.

14.9 Maintenance and Other Works

In carrying out any maintenance, alteration, addition or other works at the Airport, the User must comply with all requirements under the Airports Act and the Airports Regulations, including, without limitation, the Airports (Building Control) Regulations and the Airports (Environment Protection) Regulations.

14.10 Requirements of Authorities

The User must at its own cost comply with all requirements of the Airports Act and the Airports Regulations and all statutes, ordinances, proclamations, by-laws orders or regulations present or future affecting or relating to the User's activities and operations at the Airport, and with all lawful requirements which may be made, or notice or orders which may be given to PAPL or the User in respect of the same, by any Relevant Authority. If the User fails, neglects or refuses to comply with the Airports Act, the Airports Regulations or any other statute ordinance proclamation by-law order regulation requirement or notice it must be lawful for but not obligatory for PAPL, where practical, to comply with the same and all monies paid by PAPL in connection therewith must be payable by the User to PAPL on demand as damages.

14.11 Inconsistency

If there is any inconsistency between any term, condition or other provision in this document and the Airports Act or the Airports Regulations, then the Airports Act and the Airports Regulations will prevail to the extent of the inconsistency.

14.12 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Western Australia.
- (b) The User and PAPL irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

14.13 Annexures and exhibits

If the provisions of this document conflict with any annexure or exhibit, the provisions of this document prevail to the extent of the conflict.

14.14 Communications

All communications:

- (a) between PAPL and the User or the User's Associates; or
- (b) provided from a third party and given by PAPL or the User or the User's Associates to the other,

must be in the English language.

15 AMENDMENT OF THESE CONDITIONS OF USE

15.1 Amendment by PAPL

PAPL may at any time amend or replace these Conditions of Use.

15.2 Amendment becomes effective

Any amendment or replacement of these Conditions of Use will become effective and will be binding on both PAPL and the User fourteen (14) days after the earlier of:

- (a) notice in writing is given to the User in accordance with this document including the amended or replaced Conditions of Use; or
- (b) publication of the amended or replaced Conditions of Use by PAPL on its official website.

16 CONSTRUCTION

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) no rule of legal interpretation including the contra proferentem rule will be used to interpret a clause to the disadvantage of a party merely because that party drafted, suggested or would otherwise benefit from the clause being interpreted;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Perth;
 - (vii) “\$”, “cost” or “dollars” is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day;
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (i) headings do not affect the interpretation of this document.

17 GLOSSARY

Airport means Perth Airport.

Airport Operating Protocol means the detailed conditions and procedures to support the safe, secure, efficient and legally compliant operation of the Airport currently in force or operation at the Airport, as published on PAPL's website and as amended from time to time and communicated to the User.

Airport Emergency Plan means the plan and sub-plans developed by PAPL's Airport Emergency Committee to coordinate response agencies and their individual airport emergency procedures in conjunction with Relevant Authorities or other supporting plans for dealing with an airport emergency and as published on PAPL's website.

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

Airports Regulations means regulations made pursuant to the Airports Act.

Airports (Building Control) Regulations means the *Airports (Building Control) Regulations* made pursuant to the Airports Act.

Airports (Environmental Protection) Regulations means the *Airports (Environmental Protection) Regulations* made pursuant to the Airports Act.

Air Navigation Act means the *Air Navigation Act 1920 (Cth.)*.

Air Navigation Regulations means regulations made pursuant to the Air Navigation Act.

Approval includes any permit, licence, consent, grant, certificate or other approval, which must be obtained from a Relevant Authority.

Associate means PAPL's Associates or the User's Associates as the context requires.

Authorised Personnel means officers, employees, agents or subcontractors of the User, and who have been directed or undertaken orally or in writing to comply with **clause 10**.

Bank Guarantee means an unconditional and irrevocable undertaking given by a trading bank or other financial institution in Australia approved by PAPL.

Best Endeavours means to:

- (a) devote expertise and resources where appropriate or necessary;
- (b) co-operate with the other parties and provide information and assistance to them upon request;
- (c) act in good faith; and
- (d) promptly resolve any difficulties or differences, including, if necessary, resolving any disputes in accordance with **clause 12**,

but does not impose any obligation on the parties to provide money or security other than as specifically required under this document.

Business Day means a day, which is not a Saturday, Sunday or public or bank holiday, in Perth.

Civil Aviation Act means the *Civil Aviation Act 1988 (Cth)*.

Civil Aviation Regulations means regulations made pursuant to the Civil Aviation Act.

Commonwealth means the Commonwealth of Australia.

Competition and Consumer Act means the *Competition and Consumer Act 2011 (Cth)*.

Conditions of Use means this document and includes its annexures and schedules.

Declaration means a declaration as that term is used in Part IIIA of the Competition and Consumer Act.

Department means the agency of the Commonwealth Government with responsibility for the administration of Commonwealth aviation legislation, which at the Operative Date is the Department of Infrastructure and Transport.

Domestic Passenger means a person travelling on the User's Aircraft between the Airport and another airport located within Australia who is not an International Passenger, but does not include:

- (a) an infant of less than 2 years of age;
- (b) aircrew operating the User's Aircraft; and
- (c) aircrew travelling for the purpose of repositioning the User's Aircraft.

Existing User means an User who has been using the Services and Facilities immediately prior to the Operative Date.

Fees and Charges means the fees and charges to be paid by the User to PAPL for the Permitted Use and the provision of Services and Facilities by PAPL to the User under this document.

Force Majeure means any:

- (a) accident, weather, fire, act of God, act of war, legally binding judgment, injunction, or action of a Court or other Relevant Authority;
- (b) emergency and unplanned repairs and maintenance that are not the result of any act, neglect or default by either party, whether under this document or otherwise;
- (c) failure of supply by a third party; or
- (d) other event beyond the reasonable direct or indirect control of a party,

which prevents, restricts or limits the performance of obligations by that party pursuant to this document and which could not have been prevented, overcome or remedied by that party acting prudently.

Ground Handling Agent means any person or organisation, including the User or the User's Associate engaged by the User, or by the User and an Other Operator in conjunction, to provide the services of a ground handler, including the loading and unloading of passengers, baggage, cargo and mail to and from aircraft, in connection with the Permitted Use.

GST mean Goods and Services Tax specified under the *A New Tax System (Goods and Services Tax) Act 1999* and associated legislation.

Hazardous Material means any substance, gas liquid, chemical, mineral or other physical or biological matter:

- (a) that is or may become toxic, flammable or inflammable;
- (b) that is otherwise dangerous, harmful to the environment or any life form or which may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment; or
- (c) that is a material or compound controlled, prohibited or regulated from time to time by any law.

Insolvency Event means, in respect of a party, the occurrence of any of the following:

- (a) that party disposes of the whole or substantial part of its assets, operations or business other than in the ordinary course of business;
- (b) that party ceases to be able to pay its debts as they become due, which must be deemed to have occurred if that party notifies the other party in writing or creditors generally that the notifying party is insolvent;
- (c) a mortgagee takes possession or disposes of the whole or substantial part of that party's assets, operations or business;
- (d) a party entering into a scheme of arrangement or composition with its creditors (other than for the purposes of a solvent reconstruction); or
- (e) a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person is appointed over the whole or part of that party's assets, operations or business.

Insurance means insurance to be procured by the User or PAPL under this document.

International Passenger means a person travelling on the User's Aircraft (including a Passenger travelling to or from the Airport to another place in Australia), on a flight the origin and/or ultimate destination of which is outside Australia, including Christmas and Cocos Islands, and has been processed using international terminal facilities at the Airport but does not include:

- (a) a Transit Passenger or Transfer Passenger;
- (b) an infant of less than 2 years of age;
- (c) aircrew operating the User's Aircraft; and
- (d) aircrew travelling for the purpose of repositioning the User's Aircraft.

MTOW means the maximum take-off weight of an aircraft.

New User means an User who has not been using the Services and Facilities before the Operative Date.

Occupational Safety and Health Law means the *Occupational Safety and Health Act 1984 (WA)* and any other law, guideline, order, notice, code of practice, standard or policy of any Relevant Authority relating to or dealing with:

- (a) occupational safety and health;
- (b) any Hazardous Material;
- (c) the use, storage or transportation of Hazardous Material;
- (d) the disposal, discharge or treatment of Hazardous Material; and
- (e) the spill, leakage, containment or remediation of Hazardous Material, and

all related lawful directions and Approvals.

Operative Date means the Operative Date set out in this document.

Other Agreement means any agreement in writing, other than these Conditions of Use in operation for the time being between PAPL and the User or PAPL's Associates or the User's Associates.

Other Operator means any person other than the User who also uses the Airport for the Permitted Use and includes the User's Affiliates.

PAPL means Perth Airport Pty Ltd (ACN 077 153 130) and includes its successors and assigns, the lessee and operator for the time being of the Airport.

PAPL's Associates includes PAPL's employees, agents and contractors and their respective agents, employees and sub-contractors.

Passenger means a Domestic Passenger or an International Passenger.

Permitted Use means the use of the Airport including the aerodrome, terminals and other facilities in common with others for the purpose of:

- (a) aircraft landing, taxiing and take-off;
- (b) processing arriving or departing Passengers whose flight with the User commences and terminates within Australia;
- (c) processing arriving or departing Passengers whose flight with the User commences or terminates outside Australia;
- (d) loading or unloading freight being carried either:
 - (i) within Australia; or
 - (ii) between locations within and outside Australia; and
- (e) any of the User's Aircraft accessing maintenance or other aircraft servicing facilities at the Airport,

and includes code share operations and carrying Passengers on behalf of other airlines, but does not include any retail or other activities other than the sale of tickets for the carriage of Passengers on the User's Aircraft, charging for excess baggage, arranging flight changes, selling Passenger protection insurance, provision of in-flight entertainment services and other retail activities approved in writing by PAPL in its discretion acting reasonably, or as otherwise permitted by any Other Agreement between the User and PAPL.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Relevant Authority means PAPL (in the exercise of statutory or regulatory powers or responsibilities) and any government, municipal, statutory, public or other authority or body having authority or jurisdiction in relation to the Airport or the User.

Security Rules means those requirements established for the time being by PAPL, acting reasonably, as being essential to the security and safety of the Airport, including, without limitation, in relation to:

emergency procedures;

- (a) staff security clearances;
- (b) security screening (personnel and goods);
- (c) aviation security identification cards; and
- (d) fees reasonably set by PAPL from time to time to recover security costs on a pass through basis including a reasonable allocation of overheads.

Services and Facilities means the Services and Facilities described in **clause 3** and the Schedule of Services and Facilities.

State means the State of Western Australia.

Statement of Information means a statement of information provided by the User to PAPL in accordance with **clause 7**.

Stored Aircraft means aircraft stored at the Airport in accordance with **clause 10.5**.

Transfer Passenger means an International Passenger who connects from one flight whose original destination is outside Australia then on to another flight, and the Passenger is not processed by the Australian Customs Service in an international terminal operated by PAPL.

Transit Passenger means an International Passenger whose original port and ultimate destination, at least one of which is outside Australia, are serviced by the User as one continuous journey which includes a landing and take-off at the Airport and the Passenger is not processed by the Australian Customs Service in an international terminal operated by PAPL.

Usage Charge means usage charges as they are described in the Schedule of Fees and Charges.

User means any person or organisation:

- (a) carrying on the Permitted Use or using the Services and Facilities at the Airport; and
- (b) who has not entered with PAPL into a current agreement in writing (called a Prices and Services Agreement) to use the Services and Facilities,

and also includes, where the context permits, an Existing User, a New User, the User's Affiliates, and also includes their respective successors and permitted assigns.

User's Aircraft means aircraft owned, leased, hired, chartered or otherwise used by the User to carry on the Permitted Use.

User's Affiliates means other operators of regular passenger transport or freight services owned or controlled by the User that the User has advised PAPL are to be covered by these Conditions of Use.

User's Associates includes the User's employees, agents and contractors and their respective agents, employees and sub-contractors. For the avoidance of doubt, the User's Associates includes the User's Affiliates and their employees, agents and contractors and their respective agents, employees and sub-contractors.

User's Information means information provided by the User to PAPL in accordance with or in relation to this document.

SCHEDULE OF SERVICES AND FACILITIES

This schedule describes Services and Facilities PAPL will provide to the User at the Airport under these Conditions of Use and subject to Force Majeure.

1. Aircraft movement facilities and services

PAPL will provide the User and the User's Associates with 24-hour access to:

- (a) the runways, taxiways, and common use aprons (subject to parking restrictions);
- (b) the airfield in general and in particular the airfield grounds and roads, and airside and airfield lighting; and
- (c) areas for the parking the User's and its Ground Handling Agent's ground service equipment,

at the Airport for the purpose of carrying out the Permitted Use.

PAPL will provide these Services and Facilities in a safe and efficient manner and will ensure that they meet the standards set by Relevant Authorities, both airside and landside.

2. Passenger Terminal services

PAPL will provide the User and the User's Associates with 24-hour access to:

- (a) visual navigation aids and nose-in guidance systems;
- (b) the inwards and outwards baggage system including baggage make-up areas and reclaim facilities and hold and cabin luggage screening equipment;
- (c) toilets for the User's Passengers and staff (in common use with others);
- (d) directional signage;
- (e) flight information systems;
- (f) check-in and service desks;
- (g) facilities to allow the User's Passengers to board the User's Aircraft including, but not limited to aerobridges (on those boarding gates PAPL has provided aerobridges) and boarding gate desks;
- (h) where Passengers are not boarding aircraft via an aerobridge, suitable access to the aircraft apron and where required bussing services to the aircraft apron;
- (i) facilities in which the User's Passengers may wait prior to boarding the User's Aircraft but excluding commercially important persons lounges;
- (j) emergency and public address systems;
- (k) public areas in terminals including public amenities, lifts, escalators and moving walkways;
- (l) forward airline support area services; and

- (m) for international terminals, public areas for Commonwealth Government border agencies to discharge their functions.

PAPL will provide these Services and Facilities in a safe and efficient manner and will ensure that they meet the standards set by Relevant Authorities.

PAPL will provide terminal safety and security services, including but not restricted to the screening of Passengers and their accompanied baggage, in accordance with the standards set by any Relevant Authorities.

3. Access services

PAPL will provide and manage in a safe, prudent and efficient way the necessary infrastructure to enable the User and the User's Associates to access the User's Aircraft, facilities and other premises at the Airport.

This infrastructure includes, but is not limited to roads (including kerb and guttering), footpaths, covered walkways and signage.

4. Exclusion of Services

For the avoidance of any doubt, Aviation Services at the Airport currently do not include the following services:

- (a) terminal navigation services;
- (b) rescue and fire fighting services;
- (c) en-route services;
- (d) meteorological services;
- (e) ground handling services, refuelling or engineering services; or
- (f) catering.

PAPL can provide a list of contractors and service agents providing these services that are currently licensed to operate at the Airport upon request.

5. Other services provided by PAPL but not under these Conditions of Use

PAPL may provide other services to the User under Other Agreements. These include, but are not limited to:

- (a) car parking facilities for the User's Associates and Passengers;
- (b) offices for the use of the User or its Ground Handling Agents;
- (c) lounges for commercially important persons;
- (d) sites or buildings for the User to undertake any activity that PAPL and the User may agree; and
- (e) Common User Terminal Equipment and services.

SCHEDULE OF FEES AND CHARGES

Effective 01 July 2016

Aeronautical Charges

All amounts are in Australian Dollars (\$AUD) exclusive of GST

All amounts are subject to GST which will be identified on invoices provided to the Operator

Charge Type			Price GST Excl.
AIRFIELD USAGE			
RPT & GA Pax	per arriving and departing passenger	per arriving and departing passenger	\$4.891
RPT & GA Pax	Peak Period Minimum	Peak Period Minimum Movement Charge	\$246.352
AIRFIELD USAGE			
GA & F Fixed Wing	Per landed tonne	per tonne MTOW	\$9.528
GA & F Fixed Wing	Peak Period Minimum	Peak Period Minimum Movement Charge	\$246.352
GA & F Fixed Wing	Offpeak Minimum Landing Charge	Offpeak Minimum Landing Charge	\$44.338
GA & F Rotary Wing	Per landed tonne	per tonne MTOW	\$4.764
GA & F Rotary Wing	Minimum landing charge	Minimum Landing Charge	\$22.169
TERMINAL USAGE CHARGES			
Terminal 1 (International) Usage Charge	Terminal Charge	per arriving and departing passenger	\$13.868
Terminal 1 (International) Usage Charge	ACUS Charge (previously CUTE Charge)	per departing passenger	\$0.450
Terminal 2 Usage Charge	Terminal Charge	per arriving and departing passenger	\$18.930
Terminal 2 Usage Charge	ACUS Charge (previously CUTE Charge)	per departing passenger	\$0.045
Terminal 3 Usage Charge	Terminal Charge	per arriving and departing passenger	\$18.930
GOVERNMENT MANDATED SECURITY CHARGES			
Terminal 1 (International)	Security Recovery	per departing passenger	\$1.111
Terminal 1 (International)	Passenger & Checked Bag Screening	per departing passenger	\$5.997
Terminal 1 (Domestic)	Security Recovery	per departing passenger	\$1.111
Terminal 1 (Domestic)	Passenger & Checked Bag Screening	per departing passenger	\$5.172
Terminal 2	Security Recovery	per departing passenger	\$1.111
Terminal 2	Passenger & Checked Bag Screening	per departing passenger	\$5.172
Terminal 3	Security Recovery	per departing passenger	\$1.111
Terminal 3	Passenger & Checked Bag Screening	per departing passenger	\$5.172
Terminal 4 (Qantas Domestic)	Security Recovery	per departing passenger	\$1.111
General Aviation, Freight & Charter	Security Recovery	per tonne MTOW	\$1.040
AIRCRAFT PARKING & STORAGE			
Common-Use Parking Areas	Per bay	per aircraft per day (parking > 2 hours)	\$39.647
Aircraft Storage	Per bay	per tonne MTOW per day	\$10.774
Aircraft Storage	Per bay	Minimum Aircraft Storage Charge	\$369.530
Notes:			
RPT means Regular Passenger Transport services operating to a published schedule			
ACUS means Airport Common User System and CUTE means Common User Terminal Equipment			
Government Mandated Security Charges are subject to annual reconciliation of costs incurred			
Peak Periods for the purposes of the Airfield Usage Charge are 0530 to 0730 and 1500 to 1600 Monday to Friday.			
Peak Period Minimum Charges apply to both arrival and departure movements			
Aircraft Storage means aircraft at Perth Airport that do not conduct any flight operations within a 14 day rolling period and are parked on a Perth Airport Pty Ltd operated apron or bay for a continuous period of 5 or more days. A minimum charge of \$369.530 per aircraft per day or part thereof applies.			