

30 July 2021

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E perthairport@perthairport.com.au

**By email**

Dear Airline

**NOTICE OF AMENDMENTS TO THE CONDITIONS OF USE**

We refer to the Perth Airport Conditions of Use (the current version of which is available on the Perth Airport [Website](#)) and our notice, dated 24 February 2020 (included as Attachment A to this letter), of the following proposed amendments to the Conditions of Use:

1. **Definition of Permitted Purpose:** In order to provide greater clarity as to the retail activities that may be undertaken when operating under the Conditions of Use, the definition of Permitted Purpose under clause 1.1 will be amended as follows:

**Permitted Use** means the use of the Terminal Area in common with others for the purpose of:

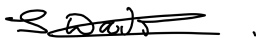
- (a) aircraft landing, taxiing and take-off;
- (b) processing arriving or departing Passengers whose flight with the Airline commences and terminates within Australia;
- (c) processing arriving or departing Passengers whose flight with the Airline commences or terminates outside Australia;
- (d) loading or unloading freight being carried either:
  - (i) within Australia; or
  - (ii) between locations within and outside Australia; and
- (e) any of the Airline'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 Ground Handling Services and any retail or other activities other than the sale of tickets for the carriage of Passengers on the Airline's Aircraft, charging for excess checked baggage, and/or any charges in relation to carry-on baggage, at PAPL designated passenger check-in counters only, 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 Airline and PAPL.

2. **Events of Default:** In order to align with industry expectations and in recognition of the comments made by the Productivity Commission in its most recent report, clause 18.2(f) will be deleted.

We received no objections to the proposed amendments during the consultation period. Accordingly, we confirm that these amendments will proceed and will come into effect 90 days from the date of this notice.

Yours sincerely



Scott Woodward  
Chief Operating Officer

24 February 2020

PO Box 6  
Cloverdale WA 6985  
Australia  
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F +61 8 9478 8889  
E perthairport@perthairport.com.au

**By email**

Dear Airline

**NOTICE OF PROPOSED AMENDMENTS TO THE CONDITIONS OF USE**

We refer to the Perth Airport Conditions of Use (the current version of which is available on the Perth Airport [Website](#)).

In accordance with clause 2.3 of the Conditions of Use, we are writing to notify you of the following proposed amendments to the Conditions of Use:

1. **Definition of Permitted Purpose:** In order to provide greater clarity as to the retail activities that may be undertaken when operating under the Conditions of Use, the definition of Permitted Purpose under clause 1.1 will be amended as follows:

**Permitted Use** means the use of the Terminal Area 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 Airline commences and terminates within Australia;
- (c) processing arriving or departing Passengers whose flight with the Airline 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 Airline'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 Ground Handling Services and any retail or other activities other than the sale of tickets for the carriage of Passengers on the Airline's Aircraft, charging for excess checked baggage, and/or any charges in relation to carry-on baggage, at PAPL designated passenger check-in counters only, 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 Airline and PAPL.

2. **Events of Default:** In order to align with industry expectations and in recognition of the comments made by the Productivity Commission in its most recent report, clause 18.2(f) will be deleted.

The above amendments are proposed to take effect 120 days from the date of this notice. If the Airline wishes to make comment on the proposed amendments, please provide any comments to the below details by 24 March 2020:

Att: Brian Pereira, Chief Financial Officer  
Address: Level 2, 2 George Wiencke Drive, Perth Airport WA 6105  
Email: [Brian.Pereira@perthairport.com.au](mailto:Brian.Pereira@perthairport.com.au)

Yours sincerely



Brian Pereira  
Chief Financial Officer



Scott Woodward  
Chief Operating Officer