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SYDNEY AIRPORT CONDITIONS OF USE (COU)

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CONDITIONS OF USE

SYDNEY (KINGSFORD SMITH) AIRPORT

1 These conditions

- 1.1 These are the conditions under which we provide and you use our *facilities and services* at the Airport, subject only to the extent of any inconsistency with any separate agreement in writing between you and us. You accept and are bound by these conditions from the first date of your use of our *facilities and services* at the Airport, whether under these conditions or a separate agreement.
- 1.2 You may negotiate to receive additional *facilities and services* from us under a separate agreement in writing between you and us.
- 1.3 Subject to any contrary requirement under *legislation*, where it is in our legitimate interests to do so, we may change, replace or waive any of these conditions provided that we have:
- (a) used our reasonable endeavours to consult you (either directly or through relevant industry bodies) at least 45 days before we change, replace or waive any conditions; and
 - (b) considered and responded to you in relation to any comments or objections you have raised to our change, replacement or waiver; and
 - (c) we give you notice in writing at least 21 days before the change is to be effective. For clarity, the final 21 days of the consultation period in clause 1.3(a) will operate concurrently with the notice period.

We may consult and give you notice by letter or email, and we may also notify you via the Sydney Airport website, www.sydneyairport.com.au.

- 1.4 The most recent form of Sydney Airport's conditions of use will appear on the Sydney Airport website, www.sydneyairport.com.au, from time to time. You are required to comply with the conditions of use last notified to you under clause 1.3.

2 Information we require before you use our *facilities and services*¹

- 2.1 Before using our *facilities and services* at the Airport you must give us:
- (a) your name, address, contact details and an email address to invoice;
 - (b) details of CEO, CFO, Finance Manager and Commercial Manager, and those of your Affiliates;

¹ **Note:** If you are an existing airport user, you only need to provide us with information that you have not previously supplied, information we specifically request from time to time, or the details of any changes to information you have previously supplied.

- (c) the previous 3 years of audited financial statements, or if unaudited, the previous 3 years of financial statements or management accounts and thereafter you must give us annual audited financial statements in each year you use our *facilities and services* at the Airport;
- (d) details of any material legal disputes or proceedings against the airline and your Affiliates;
- (e) any other information we may reasonably request to enable us to determine your creditworthiness and ability to perform your obligations under these conditions;
- (f) evidence that you and your Affiliates have a security program that meets the requirements of our security arrangements and any relevant requirements under the *Aviation Transport Security Act 2004* (Cth), *Aviation Transport Security Regulation 2005* (Cth), and other *legislation* as amended or replaced from time to time;
- (g) evidence that you and your Affiliates have in place emergency procedures in connection with all potential threats to passengers, cargo and our *facilities and services* at the Airport at least to the standard required to comply with our Airport emergency procedures;
- (h) the names, addresses, telephone number, email 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 our *facilities and services* at the Airport;
- (i) upon request, copies of the current certificates of insurance policies you and your Affiliates hold that are consistent with the requirements of Schedule 1 and confirmation that these policies will remain current at all times when you are using our *facilities and services* at the Airport;
- (j) the names, addresses, telephone numbers, email addresses and all other contact details of your ground handling agents;
- (k) details of ground handling arrangements for operating crew, passengers and cargo;
- (l) details of arrangements and a list of equipment for the removal of stationary aircraft;
- (m) details of the type, registration, configuration and MTOW(including noise category and engine / air frame combination) of each aircraft which you intend to use at the Airport;
- (n) guarantee of origin certificates in respect of any sustainable aviation fuel acquired for use at the Airport;
- (o) a completed Customer Credit Application form (see Schedule 2). You agree to provide us with the details of any changes to the information

you have provided in the Customer Credit Application Form within 30 days of such change; and

- (p) a completed Notification of Aircraft Details form (see Schedule 3) for all your aircraft which are likely to be using our *facilities and services* at the Airport.

3 Provision of Security

3.1 We may, by written notice to you, require you to provide us with:

- (a) a bank guarantee in the form required under this clause 3 (**Bank Guarantee**); or
- (b) a security deposit in the form of a cash payment (**Security Deposit**); or
- (c) any combination of them, (**Security**).

3.2 The Bank Guarantee must be an irrevocable and unconditional undertaking for the amount specified by us under clause 3.3 and must satisfy the following requirements:

- (a) be issued by the Commonwealth Bank of Australia, National Australia Bank, Westpac Banking Corporation or the Australian and New Zealand Banking Group (unless otherwise agreed by us);
- (b) be in a form and on conditions acceptable to us;
- (c) be provided within 30 days after being requested by us;
- (d) be for payment of an amount or amounts of money to us on demand; and
- (e) contain no expiry date.

3.3 Unless otherwise agreed, the amount of the Security will be the amount determined by us (acting reasonably) relating to our reasonable estimate of airport charges you are likely to incur over the coming 3-month period (**Guaranteed Sum**). If there is any separate agreement between you and us, then the charges under any such separate agreement may be taken into account in calculating the Guaranteed Sum.

3.4 If we consider that the Guaranteed Sum has increased at any time, or if we call on any Security, we may notify you of the revised amount (or the called amount) and you must provide either an additional Bank Guarantee or Security Deposit or a replacement Bank Guarantee or Security Deposit (so

that the total of the Security we hold from you equals the Guaranteed Sum from time to time) in accordance with clause 3.1.

- 3.5 If we require you to provide a Security under this clause 3, then it will be a condition of use of the *facilities and services* that you provide the Security:
- (a) within 30 days of the date of the notice under clause 3.1 if as at the date of the notice you are an existing user of our *facilities and services*; and
 - (b) before the date on which you next use our *facilities and services* if as at the date of the notice under clause 3.1, you are not a user of our *facilities and services*.
- 3.6 We may make demand on your Security for all or part of the Guaranteed Sum if you do not pay us any amount you owe us under these conditions or the conditions of any separate agreement that exists between you and us (including but not limited to amounts owing under any indemnity), within 21 days after it is due for payment.
- 3.7 To the extent you have provided us with any Security under a separate agreement (**Other Security**) and to the extent permissible under that agreement, you agree that we may make demand on the Other Security for all or part of the guaranteed sum under that other agreement (**Other Guaranteed Sum**) if you do not pay us any amount you owe us under these conditions or by the conditions of any separate agreement that exists between you and us within 21 days after it is due for payment, regardless of whether the Other Security was provided pursuant to the agreement that has been breached.
- 3.8 You irrevocably agree that the issuer of the Security or Other Security must act immediately on our demand, without reference to you and even if you have instructed the issuer not to make payment. Acceptance of the Security, Other Security or payment under any Security does not limit our rights or waive any breach of these conditions by you.
- 3.9 If at any time we call on your Security or Other Security, we may require that you provide a replacement Security or Other Security. If we require you to provide a replacement Security or Other Security, as applicable, you must provide a replacement Security or replacement Other Security, as applicable, within 30 days from the date we notify you to do so, so that the total of all Security we hold from you equals the Guaranteed Sum and the total of all Other Security we hold equals the Other Guaranteed Sum.
- 3.10 If any Security provided by you under this clause 3 or any Other Security provided by you contains an expiry date, then you must provide us with a replacement Security or replacement Other Security, as applicable, by no later than the date that is one month prior to the relevant expiry date, in which

event we will promptly return the existing Security or Other Security, applicable to you.

- 3.11 We will review if the existing Security arrangements are appropriate at least on an annual basis and/or when you increase your movements at the Airport. If there is a material increase in your passenger volumes at Sydney Airport or a change in your credit worthiness, we may, by written notice to you, require you to provide additional Security for an additional amount.
- 3.12 If we require you to provide additional Security in accordance with clause 3.11, then it will be a condition of use that you do so within 30 days after the date we notify you to do so.
- 3.13 We will return your Security to you within a reasonable period if you cease to use our *facilities and services* for a continuous period of 6 months and if you do not owe us any money.
- 3.14 A failure to provide Security or any additional Security by you within the period specified in this clause 3 is a material breach of these conditions.
- 3.15 You must provide us with the details of any changes to the information you have provided in the Customer Credit Application Form within 30 days of such change.
- 3.16 Despite anything in this clause 3, we may, at our discretion, allow you to use our *facilities and services* in circumstances where you have failed to provide us with a Security, including on the basis that you pay your charges either before your aircraft leaves the Airport or weekly, fortnightly, or monthly in advance.

4 PPS Act

You:

- (a) charge your interest in all PPS Items situated on the Airport from time to time in favour of us, as security for the performance of your and your Affiliates' obligations under these conditions, including your obligations to pay the charges;
- (b) acknowledge and agree that the charge granted by you under clause 4(a) constitutes the grant of a security interest which we are entitled to register under the PPS Act; and
- (c) must do all things required by us from time to time (including signing any documents required by us) to enable us to register our security interests, and to otherwise perfect our security interests under the PPS Act.

5 Provision of information in relation to charges

- 5.1 This clause 5 applies where we require information from you for the purpose of calculating charges payable by you for your use of our *facilities and services* at the Airport, and to improve our *facilities and services*.
- 5.2 If you use *facilities and services* that are subject to charges based on passenger numbers under Schedule 5 of these conditions, you must use your best endeavours to provide to us at the end of each day, or within some other time period (as may be agreed between us), on which you use those *facilities and services*, and in the format directed by us, the following:
- (a) the number of Embarking Passengers on your aircraft operating at the Airport on that day, with Domestic-On-Carriage Passengers, Transit Passengers, Transfer Passengers, Domestic to International Transfer Passengers, Infants and Positioning Crew shown separately;
 - (b) the number of Disembarking Passengers from your aircraft operating at the Airport on that day, with Domestic-On-Carriage Passengers, Transit Passengers, Transfer Passengers, International to Domestic Transfer Passengers, Infants and Positioning Crew shown separately;
 - (c) the actual aircraft seat capacity for each RPT movement;
 - (d) the actual freight tonnage on each aircraft operating at the Airport on each day;
 - (e) details of the type and registration of each aircraft operating at the Airport on each day, if you have not already provided it to us;
 - (f) any further disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 5; and
 - (g) if you operate an aircraft that carries a combination of passengers and freight, where freight is carried in areas of the aircraft typically used for carrying passengers, you must advise us of the aircraft configuration.
- 5.3 Within the second business day of the following month in which you use our *facilities and services*:
- (a) you must provide the information required under clause 5.2 if you have not already done so; and
 - (b) you must provide us with details of the type, registration and MTOW of each aircraft which you used at the Airport, if you have not already done so; and
 - (c) if you have provided to us information under clause 5.2 and you detect an error in that information, then you must provide to us the correct information. You must, at the same time, provide to us an explanation of why the original information was incorrect. We will accept the later information as being correct unless we are not satisfied with the explanation provided to support the change.

- 5.4 You acknowledge that we will use the information you provide to us under this clause 5 for the purpose of calculating the charges payable by you for using our *facilities and services* at the Airport, to improve our *facilities and services*, and for the purposes set out in clause 5.10.
- 5.5 If you do not comply with this clause 5, then you agree that we may charge you for use of our *facilities and services* on that day on the basis that each seat on the aircraft operated by you on that day was in fact occupied by a passenger. If:
- (a) you provide the information required under clauses 5.2 and 5.3;
 - (b) we have charged you in accordance with this clause 5.5;
 - (c) you have paid to us those charges; and
 - (d) information provided by you demonstrates that we have been overpaid,
- then we will provide to you a refund (without interest) of any amount we calculate to have been overpaid.
- 5.6 You acknowledge that we may verify from time to time information you have provided to us. You will use your best endeavours to assist us to identify the reason for any differences between the information provided by you under clauses 5.2 and 5.3 and the information collected by us under this clause 5.6.
- 5.7 If, after the end of a Season, we ask you to do so (acting reasonably), you must give us certified statements from your then regularly-engaged independent auditors verifying, for the Season just expired, the accuracy of the information you have previously given to us under this clause 5. You must give us the certified statements within 60 days of the date of our request. Your independent auditors who give us the certified statements must be members of or affiliated with an internationally-recognised, independent accounting firm.
- For the purposes of this clause, 'Season' means, in each year:
- (a) for the Northern Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October;
 - (b) for the Northern Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.
- 5.8 You must permit us (or our agents or accountants), on reasonable notice and at reasonable times, to audit, at our expense, your records and systems which relate to the information you must give us under this clause 5.
- 5.9 If:
- (a) the certified statements provided under clause 5.7; or
 - (b) an audit by us under clause 5.8,
- discloses any error in the information you have given us under clauses 5.2 and 5.3 or:

- (c) you and we agree that the information you have given us under clauses 5.2 and 5.3 was in error after we verify under clause 5.6,

then:

- (d) if you have overpaid or underpaid, we will promptly issue an adjustment invoice to you for the charges which you have overpaid or should have paid to us if the information you gave to us under clauses 5.2 and 5.3 was not in error. We will issue our invoice, and if there is a charge owing you must pay it, in accordance with clause 10.

If the extent of the error in our favour is more than five per cent (5%) of the information actually given to us, then you must reimburse us for the cost of our audit under clause 5.8

5.10 We will use our best endeavours to maintain the confidentiality of any information that you provide to us, which you advise is commercially sensitive, subject to the following:

- (a) we may disclose the information to our staff, contractors, professional advisers, auditors and consultants;
- (b) we may use the information for the purpose of Airport capacity planning and forecasting (including disclosing the information to our professional advisers and consultants on a confidential basis for this purpose);
- (c) we may use the information for the purpose of Airport operational, security, safety and planning purposes (including disclosing the information to our current or prospective tenants or licensees, commercial partners, security partners, and government bodies such as the Australian Federal Police, Australian Border Force and Transport for NSW) and to optimise service contracts (with existing and potential suppliers) on a confidential basis for that purpose;
- (d) we may use the information for aggregation into 'total domestic and regional passenger' or 'total international passenger' and 'total terminal passenger' data for the Airport, which we may disclose into the public domain.; and
- (e) we may disclose the information if you agree in writing, or if we are required to do so by law, the rules of any stock exchange, any applicable accounting standards or order of any court.

6 Information generally

- 6.1 To find out where to give us information, see Schedule 4.
- 6.2 Information is to be provided to us electronically, unless otherwise agreed with us.
- 6.3 You must let us know as soon as practicable if there is any change to the information you have given us.
- 6.4 You acknowledge that you have read and understood our *Airport Operations Manual*.
- 6.5 If you ask us, in writing, and subject to any express or implied confidentiality arrangements we may have with third parties (including the Commonwealth of Australia) or other need for confidentiality, we will give you details of:
- (a) our Security Awareness Guide, our AIP Security Guide and other security arrangements that may apply from time to time;
 - (b) Airport emergency procedures;
 - (c) Airport insurance policies;
 - (d) which of our *facilities and services* at the Airport are available for you to use; and
 - (e) Type A – Approach and Takeoff Chart.
- 6.6 We may charge reasonable fees for the supply of copies of Type A – Approach and Takeoff Chart, and for multiple copies of any other publications or information requested by you under these Conditions of Use. We will inform you of these charges prior to supplying any requested copies.

7 Using our *facilities and services*

- 7.1 When using our *facilities and services* at the Airport you must comply with:
- (a) all legislation (including the Airports Act and Regulations);
 - (b) all the requirements as set out in our operating manuals and documents as amended or supplemented from time to time, including (but not limited to) those listed below (***Operating Manuals***). Where it is in our legitimate interests to do so, we may make changes to these documents from time to time. We will use reasonable endeavours to consult with you and provide written notice before we make any such changes to these documents:
 - (i) Airport Operations Manual;
 - (ii) Airside Rules;
 - (iii) AIP Security Guide;
 - (iv) the Sydney Airport Environmental Strategy;

- (v) Apron Operating Procedures (including but not limited to the Aircraft Bay & Gate Allocation Procedures);
 - (vi) Apron Procedures;
 - (vii) Aircraft Engine Operating Procedures (including but not limited to Ground Running Rules);
 - (viii) Handling of Disabled Aircraft Post Landing;
 - (ix) Drug and Alcohol Management Plan;
 - (x) Security Awareness Guide,
 - (xi) Airport Emergency Plan;
 - (xii) Terminal Operations Manual;
 - (xiii) Type A – Approach and Take-off Chart;
 - (xiv) Airport Vehicle Control Handbook;
 - (xv) Airport Works Manual; and
 - (xvi) Airline Data Handling Requirements;
- (c) these conditions;
 - (d) other conditions, instructions orders and directions necessary for the day to day operation of the Airport, if we have given you 5 days' notice of them, or as much notice as is reasonably practicable;
 - (e) local flying restrictions; and
 - (f) any directions, orders or guidance issued by any Commonwealth, State or Local government department, including but not limited to directions from the Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

7.2 Your use of our *facilities and services* under these conditions is for the exclusive purpose of the conduct of civil aviation operations including:

- (a) aircraft landing, taxiing, taking-off and aircraft parking;
- (b) loading, unloading, and processing of passengers and their baggage;
- (c) loading, unloading and processing of freight;
- (d) refuelling, cleaning, performance of routine or minor maintenance and other ground handling activities in respect of your aircraft;
- (e) providing catering services including loading and unloading in respect of your aircraft; and
- (f) processing and transporting passengers and/or freight to, from or about the Airport;
- (g) general aviation including your aircraft accessing maintenance and other aircraft servicing facilities at the Airport;
- (h) staff amenities related to your operations;

- (i) retail activities only in relation to: the sale of tickets for carriage of passengers on your aircraft, charging for excess baggage for checked in baggage, arranging flight changes, selling passenger protection insurance, provision of in-flight entertainment services, and other retail activities approved in writing by us in our discretion acting reasonably, or as otherwise permitted by any other agreement between you and us;
 - (j) the activities set out in (a) to (j) above in relation to code share operations and carrying passengers on behalf of another Air Operator, and specifically excludes the uses specified in clause 7.3.
- 7.3 You must not use the *facilities and services* for any use which is not listed in clause 7.2, including (without limitation):
- (a) weighing luggage and charging passengers for excess baggage at a departure gate at the Airport;
 - (b) undertaking any other retail or commercial operations (other than those commercial operations directly associated with or forming part of the uses expressly permitted in clause 7.2);
 - (c) VIP services, meet and greet services, services to fast-track passengers through immigration, customs or security, porter services, or any other similar in-terminal services provided to passengers, except to the extent we have expressly permitted by us; or
 - (d) the display of branding, advertising or signage either affixed to the terminal or temporarily installed (including freestanding) within the terminal or on the Airport property, unless expressly permitted by us.
- 7.4 You must not do anything which puts us in breach of any legislation, and you must reasonably co-operate with us in our provision of the *facilities and services* (including complying with our reasonable directions arising out of your use of our *facilities and services*).
- 7.5 You accept that the Airport is a common user environment and that:
- (a) access to our *facilities and services* is subject to the demands of other users of the Airport, including users who have executed an aeronautical services agreement and whose usage will take priority to your use;
 - (b) use of the Airport is constrained by *legislation* including *legislation* that deals with slot allocation curfews, safety, noise and security;
 - (c) you are permitted to use the Airport on a non-exclusive basis and may only use our *facilities and services* for the use described in clause 7.2;
 - (d) a successful working environment requires your and our cooperation, and your operations must not unduly impede the overall operation of the Airport;

- (e) you must not use auxiliary power units at the Airport except as permitted under our Operating Manuals, and you are required to use:
 - (i) the ground power *facilities and services* for all movements at the Airport, where those *facilities and services* are available for use;
 - (ii) preconditioned air *facilities and services* for all movements at the Airport, where:
 - (A) those *facilities and services* are available for use; and
 - (B) one of the following do not apply:
 - (1) the internal temperature of the aircraft is too high to be cooled by the preconditioned air *facilities and services*; or
 - (2) it is unnecessary to cool the aircraft because of low outside temperatures;
- (f) you must use reasonable endeavours to procure and use a blend of sustainable aviation fuel when it becomes available through the Airport infrastructure; and
- (g) we may allocate or change the terminal from which you are permitted to operate for safety, operational, maintenance, development or efficiency requirements or to comply with Government orders or directions and we will use reasonable endeavours to consult with you and provide reasonable written notice where practicable prior to doing so.

7.6 You accept that the Airport is an open access multi-user airport which provides its *facilities and services* on a non-discriminatory basis to users. To ensure the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all users, all users must comply with these conditions. If a user is a party to a separate written agreement with the Airport in relation to use of the *facilities and services*, in accordance with clause 1.1 these conditions apply to the extent that they are not inconsistent with that separate written agreement. Failure by any user to comply with these conditions will likely adversely impact the efficient operation of the Airport (including capacity, gate availability, on time departures and landings, refuelling and loading aircraft), safe and reliable aircraft operations and the costs of providing *facilities and services* at the Airport

7.7 You accept that you must:

- (a) use your best endeavours to work together with other users and the Airport to identify opportunities to improve the efficient use of the *facilities and services* at the Airport;

- (b) take all reasonable steps necessary to improve the efficiency of your use of the *facilities and services* at the Airport where possible;
- (c) use your best endeavours to conduct your operations at the Airport to a standard no less than best operating practice at Australian airports, including (without limitation) ensuring that aircraft turn-around times are kept to an absolute minimum;
- (d) not interrupt or compromise the efficient operation of the Airport except if it is, in our sole opinion acting reasonably, necessary to ensure safe operations by users at the Airport; and
- (e) not directly or indirectly hinder, limit, or restrict any other users use of the *facilities and services* at the Airport except if it is, in our sole opinion acting reasonably, necessary to ensure safe operations by users at the Airport.

7.8 You accept that you or any user may contract for the use of additional services or facilities which are not expressly referred to in these conditions. The use of such additional *facilities and services* will only be provided pursuant to an executed and current written agreement, contract or licence from us and may include:

- (a) commercial activities;
- (b) promotional activities;
- (c) office space;
- (d) commercial space;
- (e) engineering premises;
- (f) specified terminals;
- (g) priority rights to gates;
- (h) priority rights to baggage loading and reclaim facilities; and
- (i) check-in counters and/or related check-in facilities.

7.9 Health and safety is of paramount importance at all times. To that end:

- (a) we and you will consult, co-operate and co-ordinate with all duty holders on work and safety issues in connection with the Airport in accordance with sections 46 – 49 of the *Work Health and Safety Act 2011* (NSW) and otherwise agree to comply with our respective obligations under Work Health and Safety Laws (including the *Work Health and Safety Act 2011* (NSW), (and associated regulations and applicable Codes of Practice) and aviation safety Laws; and
- (b) if we request you to do so, you must provide us with a certificate (not more than twice a year) confirming that you have in place a safety management system to ensure the health, safety and welfare of all persons who may be affected by your operations at the Airport

(including but not limited to procedures in relation to emergencies, hazard identification, risk assessments, demonstration of the review and revision of any control measures, safe work method statements, incident reporting health and safety induction, information, training and supervision of staff.

- 7.10 You agree to leave all *facilities and services* (including but not limited to all airside areas and bays) in a clean and serviceable condition. Any spillages of fuel, hydraulics or waste on the airside require immediate attention, and you agree to report such spillages as required under our Operating Manuals (including but not limited to the Airside Rules).
- 7.11 You will use reasonable endeavours to support our objective to enhance the safety of the airside operating environment.
- 7.12 If you undertake any AOL Services, you must have an Airport Operating Licence with us prior to commencement of services, unless otherwise agreed with us in writing. You must ensure each of your Airside Contractors that undertake any AOL Services have an Airport Operating Licence in place with Sydney Airport prior to commencement of services, unless otherwise agreed with us in writing. You acknowledge and agree that on and from 1 January 2021, Airside Contractors and Airlines that provide AOL Services will not be permitted to do so unless they have signed the Airport Operating Licence with Sydney Airport, unless otherwise agreed by Sydney Airport.
- 7.13 We may terminate an Airport Operating Licence in accordance with the terms of the Airport Operating Licence. Such termination will be effective no earlier than 90 business days after we have issued a notice of termination to terminate the relevant Airport Operating Licence. Where we issue a notice of termination to a contractor you have engaged to provide ground handling and associated services, we will notify you as soon as is reasonably practicable after issuing the notice of termination.

8 Efficiency of operations

- 8.1 You must use all reasonable endeavours to reduce noise and carbon emissions through efficiency measures such as:
- (a) single-engine taxiing;
 - (b) electric taxiing; and
 - (c) facilitating the transition to electric ground support equipment with ground handling agents.

- 8.2 You agree to work with Airservices Australia to implement continuous climb and descent operations and use the most up-to-date air navigation technology (referred to as 'required navigation performance').

9 Common User Agreement

- 9.1 If you use our International Terminal facilities for checking in passengers, you must have a Check-In Counter Licence; and Common User Terminal Equipment (CUTE) Licence. We will provide this to you on request. If you are conducting *regular public transport operations* and using our International Terminal facilities for checking in passengers, then you must make suitable arrangements to use the current CUTE for checking passengers in.

10 Charges

- 10.1 You must pay us charges for using our *facilities and services* at the Airport.
- 10.2 The amount of charges you must pay is calculated in accordance with Schedule 5 as varied from time to time.
- 10.3 If you operate an aircraft that carries a combination of passengers and freight, where freight is carried in areas of the aircraft typically used for carrying passengers, you must provide the information outlined in clause 5.2(g). You agree that we can, at our discretion (acting reasonably), determine whether, for the purposes of calculating charges, that flight will be considered a freight flight, or passenger flight, or a combination of those in accordance with Schedule 5, in order to determine reasonable charges for the relevant service.
- 10.4 The charges for using our *facilities and services* at the Airport:
- (a) accrue from day to day;
 - (b) are payable in Australian dollars; and
 - (c) exclude GST, unless otherwise specified.
- 10.5 We will provide an invoice to you setting out the charges payable for your use of our *facilities and services* calculated in accordance with these conditions.
- 10.6 If you have a credit account with us, we will invoice you for charges, subject to clauses 10.9 and 10.12.
- 10.7 You must pay what the invoice shows as owing by the 28th day of the month in which the invoice has been issued or otherwise within the time stated for payment in the invoice by one of the methods for payment shown on the invoice. We will provide you with at least 14 days to pay the invoice, unless

clause 10.9 applies in which case we will endeavour to provide you with as much time as practicable.

- 10.8 Unless you have a credit account with us, you must pay the charges you owe before your aircraft leaves the Airport, in accordance with clauses 10.9 and 10.12, unless we agree other arrangements in writing.
- 10.9 If we have a reasonable basis to believe that you may not pay any amount you owe us on time or in accordance with these conditions, we may (acting reasonably) require you to pay charges for your use of our *facilities and services* either before your aircraft leaves the Airport or weekly, fortnightly, or monthly in advance of your use of our *facilities and services*.
- 10.10 You agree to pay:
- (a) all charges that are not based on passenger numbers in full in accordance with Schedule 5; and
 - (b) charges that are based on passenger numbers in accordance with clause 10.12 if you are required by us to pay charges upfront or in advance.

If we reasonably require you to pay your charges upfront or in advance and you do not do so, then we may refuse you use of our *facilities and services*.

- 10.11 Any variation to the payment requirements under clause 10.9 will be communicated to you in writing (by email or by letter) with at least 7 days' notice, and, where there is a difference, will supersede and take precedence over any terms or payments dates that may be set out in an invoice or otherwise.
- 10.12 If:
- (a) we require that you pay charges before your aircraft leaves the Airport or in advance of your use of our *facilities and services* under clause 10.9; and
 - (b) you use *facilities and services* that are, pursuant to Schedule 5, charged or include charges based on passenger numbers,
- then, for charges based on passenger numbers:
- (c) we may charge you on the basis that 80% of seats on the aircraft operated by you were or will be occupied by passengers (***Interim Charges***);
 - (d) you must continue to comply with your obligations under clauses 5.2 and ~~5.35-35.3~~;
 - (e) we will undertake a reconciliation of the Interim Charges as against the actual charges calculated in accordance with clause 5 and Schedule 5 (***Actual Charges***) on a monthly or other periodical basis and issue

you with written notice of the reconciliation, including details as to our calculation of the Actual Charges;

- (f) to the extent that you have not complied with your obligations under clauses 5.2 and 5.3 as at the date we undertake the reconciliation referred to in clause 10.12(e), then for the purposes of the reconciliation, we may assume that each seat on the aircraft operated by you in the relevant period was occupied by a passenger; and
- (g) we may undertake further reconciliations as we deem necessary under clause 10.12(e), including where you provide us with revised information or where we have undertaken the reconciliation subject to clause 10.12(f) and you have subsequently provided us with information sufficient to calculate the Actual Charges.

10.13 If:

- (a) the notice issued pursuant to clause 10.12(e) indicates that the Actual Charges are less than the Interim Charges for the relevant period, then we will reimburse you (without interest) for the difference within 21 days of the date of the notice; and
- (b) the notice issued pursuant to clause 10.12(e) indicates that the Actual Charges are greater than the Interim Charges for the relevant period, then you must pay to us (without interest) the difference within 21 days of the date of the notice.

10.14 Nothing in clause 10.13 requires us to undertake the reconciliation if you have not provided us with the information required under clauses **5.2** and **5.3**

10.15 Notwithstanding anything in these conditions, if at any time either party is liable to pay the other party any amount pursuant to these conditions then, in lieu of making the payment, the first party is entitled to set off all or part of such amount from existing or future amounts which the other party is required to pay the first party pursuant to these conditions until such time as the amount owing by the other party is set off in full.

10.16 If you wish to dispute or query an invoice, you must provide details to us promptly. We and you have 12 months in which to raise disputes regarding charges. After 12 months, disputes regarding charges will not be considered unless the amount in dispute is material.

11 Varying Charges

11.1 Subject to this clause, we may vary any of the charges or the application of them at any time by giving you 21 days' notice in writing of a proposed

maximum increase in charges or application before the variation becomes effective.

- 11.2 We will consult with you at least 45 days before varying charges. For clarity, the final 21 days of the consultation period will operate concurrently with the notice period in clause 11.1.
- 11.3 We may consult and give you notice by letter or email, and we may also notify you via the Sydney Airport website, <https://www.sydneyairport.com.au>.

12 GST

- 12.1 If GST is payable, or notionally payable, on a supply made under or in connection with these conditions, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (**GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 5 business days after the receipt of a tax invoice.
- 12.2 Where any indemnity, reimbursement or similar payment under these conditions is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- 12.3 If an adjustment event occurs in relation to a supply made under or in connection with these conditions, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- 12.4 Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this clause.

13 If you do not pay on time

- 13.1 If you do not pay any amount you owe us on time, you must pay interest on the amount (when we ask for that interest or at the times we tell you it is payable) from and including the day the amount becomes payable to and including the day you pay the amount and all interest accrued on it.
- 13.2 Interest accrues on a daily basis and is calculated daily at the *interest rate* and compounds monthly.
- 13.3 If you notify us in writing that you dispute any charge shown in an invoice within 10 business days of receiving that invoice and, in our reasonable

opinion, you have grounds to dispute it, then the provisions of clause 22 will apply.

- 13.4 In the case of a dispute, you are not required to pay the disputed amount, pending agreement or determination of the dispute under the dispute resolution procedure. Any undisputed amounts, or portions, are to be paid within the time required by the invoice. However, if in our opinion (acting reasonably) you do not have grounds to dispute the invoice, we may, where it is in our legitimate interests to do so, notify you that you are required to pay the disputed amount. In that case, either party may immediately refer the matter to mediation under clause 22.3.
- 13.5 You acknowledge that Sydney Airport's Apron Operating Procedures provide that Air Operators without overdue invoices issued by us are given priority in the allocation of bays and gates over Air Operators that have not paid in full all issued invoices on or before their due date, excluding amounts subject to dispute resolution under clause 22.3.
- 13.6 If you do not pay us an amount you owe us including:
- (a) charges for use of our *facilities and services*;
 - (b) check-in counter charges;
 - (c) interest on overdue amounts; or
 - (d) if we require you to do so, provide the Security, including any additional or replacement Security in accordance with clause 3.9, within 30 days after it is due for payment, or in the case of any Security or additional or replacement Security, within 30 days from the date we require you to provide the Security or additional or replacement Security, then we may:
 - (e) refuse to allow any or all of your staff, Associates, Affiliates or aircraft to access the Airport or use our *facilities and services* at the Airport, including but not limited to check-in facilities or any runway at the Airport;
 - (f) use reasonable means to detain any of your or your Affiliates' aircraft located on the Airport as permitted under these conditions, until you have paid all the amounts owing to us (including but not limited to all charges and all interest);
 - (g) call on any Security and apply any amounts obtained in payment of any amounts outstanding (including any interest); and/or
 - (h) by notice to you, require you to pay charges for your use of our *facilities and services* either before your or your Affiliates' aircraft leaves the Airport or weekly, fortnightly, or monthly in advance of your use of our *facilities and services* in accordance with clause 13.7.

13.7 In relation to any detention of your or your Affiliates' aircraft pursuant to clause 13.6(f), we and you acknowledge and agree that:

- (a) such detention is with your consent;
- (b) no such detention has the effect of depriving or impairing your immediate right to possession in circumstances where all amounts owing to us are paid;
- (c) our provision of *facilities and services* to you constitutes work that preserves the value in the aircraft, and gives rise to a salvage lien in our favour;
- (d) the detention does not amount to a conversion of any title to the aircraft; and
- (e) you will not take any action to move the aircraft or otherwise interfere with the detention of the aircraft until such time as all amounts owing (including all charges and all interest) are paid.

13.8 In relation to any detention of your or your Affiliates' aircraft pursuant to clause 13.6(f):

- (a) you must pay our reasonable costs of having the aircraft detained and any reasonable costs incurred by us as a result of having the aircraft detained; and
- (b) you are liable for and indemnify us and our Associates on demand against any claims, liabilities, costs or loss suffered or incurred by us arising from or in connection with the exercise of our rights to detain an aircraft under this clause 13, except to the extent it is caused by our own fraud, negligence, recklessness or default, or the fraud, negligence, recklessness or default of our officers, employees or agents.

13.9 We may take any other action against you that the law allows to recover anything you owe us. This includes issuing you with a statutory demand to recover anything you owe us which is due and payable for 21 days or more.

14 If you do not comply with these conditions

14.1 If we consider (acting reasonably) that you are in material breach of these conditions, in addition to clause 13 we may, subject to our obligations under *legislation*, give you 14 days' notice in writing to either comply with these

conditions or cease using our *facilities and services* at the Airport if you do not comply with these conditions at the end of the 14 day notice period.

14.2 However, if you do not comply with any safety or security requirements, we may give you notice to either comply with requirements or you must cease using our *facilities and services* (at our discretion), effective immediately.

14.3 We may stop you from using our *facilities and services* at the Airport if you do not comply with our notice issued under clause 14.1.

15 Moving aircraft

15.1 For safety, security, operational, maintenance, development or efficiency reasons (including if aircraft are disabled or Abandoned) or to comply with Government orders or directions, we may (subject to air traffic clearances and any operational guidelines issued by us for the use of our *facilities and services*) direct you to:

- (a) move an aircraft to another position at the Airport; or
- (b) remove an aircraft from the Airport

at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.

15.2 If you do not comply with our direction within the specified time, or if the aircraft is disabled or Abandoned, as a measure of last resort, and acting reasonably, we may move or remove the aircraft in accordance with the procedures at clause 15.3 and:

- (a) you must pay our reasonable costs of having the aircraft moved or removed and any reasonable costs incurred by us as a result of having the aircraft moved or removed; and
- (b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss, or damage caused or contributed to by your failure to comply with our direction, except to the extent it is caused by our own fraud, negligence, recklessness or default, or the fraud, negligence, recklessness or default of our officers, employees or agents.

15.3 In the event that we are required to move or remove an aircraft as a result of a failure by you to comply with a direction issued to you under this clause:

- (a) we will, where applicable, follow the procedures for the recovery of disabled aircraft set out in our Airport Operations Manual; and
- (b) in other cases, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
 - (i) that we intend to move or remove the aircraft;
 - (ii) of the proposed location to which the aircraft is to be relocated;

- (iii) of the means by which we intend to move or remove the aircraft; and
- (iv) of any conditions which may apply to your recovery of the aircraft.

15.4 Except in the case of an emergency, we will use reasonable efforts to give you prior notice before moving an aircraft pursuant to this clause 15. In the event that this is not practicable, we will notify you, as soon as possible that:

- (a) we have moved or removed the aircraft;
- (b) the location to which the aircraft has been moved; and
- (c) any conditions which may apply to your recovery of the aircraft.

15.5 You acknowledge that the Airport is a common user environment and that having an aircraft that is Abandoned at the Airport could raise safety concerns and limit our ability to provide services to other users. If an aircraft is Abandoned, we may, acting reasonably, in addition to our rights in clause 15.3 and subject to providing 30 days' notice (or any additional notice required by Law):

- (a) remove and store the aircraft in any manner we think fit at your risk and cost; or
- (b) dispose of the aircraft and apply any proceeds from this process (less any reasonable costs incurred by us in connection with the disposal of your aircraft) to your account against any amount you owe us. Any remaining proceeds after the disposal of your aircraft will be returned to you.

16 Airport closed or services unavailable

16.1 We will endeavour to keep our *facilities and services* at the Airport available for you to use, subject to reasonable requirements for commercial, operational or efficiency purposes, maintenance or development, or events beyond our reasonable control.

16.2 If reasonably possible, we will notify you before we make any service or facility at the Airport unavailable. This is subject to clauses 7.5 and 18.2.

16.3 If, at any time, for any reason we consider it necessary to declare our *facilities and services* at the Airport to be wholly or partly unavailable for use by you, we will use our reasonable endeavours to identify alternative *facilities and services* which might be available for use by you, but the use of such alternative facilities or services shall be a matter for decision by you. You

acknowledge that, in doing so, we will need to balance the needs of all affected parties so far as we reasonably can.

17 Services we do not provide

17.1 Services **that** we do not provide at the Airport include:

- (a) terminal air traffic control services;
- (b) approval or issuance of slots;
- (c) terminal navigation aids;
- (d) rescue and fire fighting services;
- (e) en-route services;
- (f) meteorological services;
- (g) hangar facilities;
- (h) maintenance facilities;
- (i) quarantine waste disposal;
- (j) border control; or
- (k) apron and ground handling services other than allocating aircraft parking bays.

Our charges do not include fees for these services or fees for things we provide outside the scope of these conditions.

18 Release and indemnity

18.1 To the maximum extent permitted by law, we and our officers, employees and agents are not liable for:

- (a) loss or damage caused for any reason to an aircraft, its equipment, its load or the property of its crew or passengers at the Airport; or
- (b) personal injury caused for any reason to the crew or passengers of, or persons servicing, an aircraft at the Airport,

unless and then only to the extent caused by our own fraud, negligence, recklessness or default, or the fraud, negligence, recklessness or default of our officers, employees or agents.

18.2 The Airport is an open access multi-user airport which is constrained by legislation including legislation that deals with slot allocation, curfews, safety, noise and security. To the maximum extent permitted by law, we and our officers, employees and agents are also not liable for:

- (a) any loss you suffer for any reason because the Airport or any part of it is closed or any service or facility at the Airport is unavailable; or

- (b) any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft,

unless and then only to the extent that any such loss or damage is caused by our own fraud, negligence, or wilful misconduct, or the fraud, negligence, or wilful misconduct of our officers, employees or agents.

Note: This clause 18.2 does not prevent you and us from agreeing such things as specific service standards which are to apply to our provision of the *facilities and services*.

18.3 You are liable for and indemnify us against:

- (a) any damage your aircraft may cause to our property;
- (b) any reasonable costs we incur in detaining any of your aircraft under clause 9.5; and
- (c) claims for personal injury, death, loss or damage to property caused or contributed to by you,

unless and then only to the extent caused by our fraud, negligence, recklessness or default, or the fraud, negligence, recklessness or default of our officers, employees or agents.

18.4 You agree to pay us an amount equal to any liability, loss, cost, charge, or expense of the kind referred to in clause 18.3 suffered or incurred by any of our officers, employees or agents.

18.5 To the maximum extent permitted by law, neither party is liable to the other party for any Consequential Loss.

19 Exclusion of warranties and conditions

19.1 Subject to this clause, we do not make any representation or warranty in connection with the use of the Airport.

19.2 We will exercise due care and skill in providing the *facilities and services* to you. Our liability for breach of this clause is limited to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

19.3 If a warranty or condition is implied under any legislation in connection with the goods and services we provide and it can be excluded, we exclude it to the maximum extent possible and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of the equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

20 Your insurance

20.1 You must take out and during the term of these conditions maintain the following insurance with reputable insurers:

- (a) aviation third party legal liability policy in respect of bodily injury and property damage, including:
 - (i) passenger legal liability;
 - (ii) baggage, cargo and mail legal liability;
 - (iii) war and terrorism third party liability (in accordance with AVN52E/G or equivalent); and
 - (iv) premises, hangar keepers and products liability policy (including liability for the use of motor vehicles and mobile plant and GSE equipment airside and tenants liability (where applicable)),

for a combined single limit of not less than the amount set out in Schedule 1 for each occurrence and applicable separately for each aircraft, but:

- (v) in respect of Personal Injury (in accordance with AVN60A or equivalent), limited to USD25,000,000 (or currency equivalent) for each offence and in the annual aggregate; and
 - (vi) in respect of war and terrorism third party liability (in accordance with AVN52E/G or equivalent) and products liability, in the annual aggregate;
- (b) combined public and products liability policy covering liability for damage to real and personal property (including damage to premises

at the Airport occupied by you and loss of use of property), personal injury, illness and death to a sum insured of not less than amount set out in Schedule 1 for each occurrence;

- (c) material loss or damage insurance in respect of your property for its full replacement value; and
- (d) any other insurance which is either required by *legislation* in connection with your use of the Airport or generally held by a prudent licensee of a common user non-exclusive licence.

20.2 In respect of the insurance required under clause 20.1:

- (a) you must provide us, within 10 business days of each insurance policy expiry date and whenever reasonably required by us, certificates of currency of each relevant insurance policy, evidencing the currency of the relevant policy for the next 12 month period;
- (b) you must pay punctually all premiums;
- (c) you must in the event of any claim under the insurance policies, apply the insurance moneys to the purpose for which the claim was made;
- (d) you must not do anything, or omit to do anything, which causes the insurance to become ineffective or invalidated;
- (e) you must in respect of the insurance required under clauses 20.1(a) and 20.1(b), note us as an additional insured (as Airport owner and operator) and the Commonwealth of Australia (as owner of the freehold land on which Sydney Airport is situated) for their vicarious liabilities arising under these conditions, including a cross liability clause;
- (f) it must be to a minimum liability and for an excess the airline carries in the normal course of its business for any single event; and
- (g) it must be on an occurrence, not a claims made, basis.

20.3 You must ensure that:

- (a) your insurance policies cover each of your Affiliates and your risk and liabilities arising under these conditions; and
- (b) your Affiliates, while those Affiliates are operating flights for or on behalf of you at the Airport, maintain the insurances required under clause 20.1 and comply with clause 20.2.

20.4 You must provide us on demand (and in any event, within 10 business days of each insurance policy expiry date) certificates of currency of the relevant

insurance policy in respect of the Affiliates' insurances, to evidence that those Affiliates comply with the insurance requirements.

21 Our insurance

21.1 We agree:

- (a) to procure and maintain a liability insurance policy in respect of the Airport in the name of SYD with a reputable insurer to the extent it is required under our obligations to the Commonwealth of Australia;
- (b) to provide on demand evidence to you of the currency of the insurance policy; and
- (c) in respect of any claim made under the policy, to apply the insurance money to the purpose for which the claim was made.

22 Dispute resolution by mediation

22.1 Issues or disputes arising under these conditions may be referred by written notice for dispute resolution.

22.2 If there is a dispute between you and us about whether you or we have complied with an obligation or have a right under these conditions, then:

- (a) within 30 days of the dispute arising, you and we must meet to negotiate in good faith with a view to resolving the dispute; and
- (b) if the dispute is not resolved within the following 60 days you and we must try to resolve the dispute by mediation.

22.3 If the dispute is not resolved under clauses 22.1 or 22.2 then either you or we may, after giving 7 days' notice to the other, ask the President of the Law Society of New South Wales to appoint a mediator to mediate the dispute.

22.4 The mediation:

- (a) is to be conducted in accordance with the mediation rules of the Law Society of New South Wales; and
- (b) is to take place in Sydney, New South Wales.

22.5 You and we are to equally share the cost of the mediation.

22.6 Nothing in clauses 22.1 to 22.5 abrogates or limits the right of either party to institute legal proceedings in relation to the dispute including legal proceedings to seek legal remedies including damages, and urgent injunctive, declaratory or similar relief, if required, at any time.

22.7 Where we are of the view, acting reasonably, that a dispute between you and us is not a genuine dispute, we reserve the right to take any other action

against you that the law allows (including but not limited to exercising our powers under clauses 13 and 14) while in dispute or mediation with you.

23 Confidentiality

23.1 Subject to clauses 23.3 and 23.4 you must:

- (a) treat as confidential, and keep confidential, any Confidential Information; and
- (b) not copy, duplicate or otherwise reproduce any documents containing Confidential Information, without the prior consent of SYD, except as is necessary in fulfilling your obligations under these conditions.

23.2 You must not Disclose Confidential Information other than:

- (a) subject to clause 23.4, to your staff (on a need-to-know basis), legal advisers, financial advisers and auditors;
- (b) subject to clause 23.4, with the prior consent of SYD; and
- (c) to the extent:
 - (i) required by any law, any statutory body, the rules of any stock exchange, or any applicable accounting standards; or
 - (ii) ordered by any court,

having to the extent practicable, consulted with SYD with a view to agreeing the form, content, timing and manner of Disclosure.

23.3 You may use the Confidential Information for the purpose of exercising or enforcing any right or remedy, the performance of any obligation under these conditions, or bringing or defending any action or claim for breach of these conditions (**Permitted Purpose**) only, and not for any other purpose (including without limitation any purpose that may have an adverse effect on SYD or its business).

23.4 If you Disclose Confidential Information you must use reasonable endeavours to ensure that no person to whom you Disclose that Confidential Information Discloses it to any other person and that no such person uses the Confidential Information for any other purpose other than for the Permitted Purpose.

24 Privacy and cyber security

24.1 You must comply with the Privacy Act in relation to any Personal Information disclosed to or collected by you in the course of performing these conditions, and act reasonably to assist us to comply, with the Privacy Act (including the Australian Privacy Principles) and all other applicable privacy and data

protection Laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information.

24.2 You must establish, maintain and enforce appropriate:

- (a) policies, procedures and standards; and
- (b) access controls, technical and organisational measures and safeguards,

to adequately protect against unauthorised access to, or loss or alteration of, Confidential Information or Personal Information in your possession or control.

24.3 If you become aware of an event that could amount to an Eligible Data Breach involving Personal Information obtained from us in connection with these conditions (**Cyber Security Incident**), you must:

- (a) as soon as practical (and in any event within 84 hours) notify us of the Cyber Security Incident;
- (b) comply with your obligations under the Privacy Act in relation to the Cyber Security Incident;
- (c) provide us with details of the Cyber Security Incident, including what data or systems have been accessed or compromised, the nature of the Cyber Security Incident, whether the Cyber Security Incident has ceased or is ongoing, the location and cause of the Cyber Security Incident, and whether any data has been accessed, lost or corrupted;
- (d) subject to the safety, security or operation of the Airport and/or directions from government or government bodies, take all reasonable steps to stop the Cyber Security Incident (including where relevant by preventing access) and mitigate the effect of the Cyber Security Incident; and
- (e) where it is possible to collect the relevant data or logs, retain all data critical to identifying the nature, extent and cause of the Cyber Security Incident and preserve all logs that detail access to and interactions with relevant data or systems in accordance with legislation and our data retention policies.

25 Anti-Bribery, Anti-Corruption and Anti-Slavery

25.1 We are committed to high standards of ethical conduct and to promoting and supporting a culture of ethical behaviour, good corporate governance and compliance with all applicable laws for all of our business dealings. To ensure that we comply with our commitments, you represent and warrant to us that:

- (a) the conduct of you, your Associates and Affiliates in connection with the entry into these conditions does not infringe any applicable laws relating to bribery, corruption or breach of sanctions;

- (b) in performing your obligations under these conditions, you, your Associates and Affiliates will comply with all applicable laws in force from time to time in the countries in which they operate relating to:
 - (i) bribery, corruption and breach of sanctions (including without limitation the *Criminal Code Act 1995* (Cth) and the *Crimes Act 1900* (NSW)); and
 - (ii) slavery and human trafficking (including without limitation the *Modern Slavery Act 2018* (Cth)), including taking all appropriate action to assess and address the risks of slavery or human trafficking; and
- (c) having made reasonable enquiries, to the best of your knowledge, neither you nor any of your Associates and Affiliates:
 - (i) has been convicted of any offence involving bribery, corruption, breach of sanctions, slavery or human trafficking; or
 - (ii) is the subject of any investigation, inquiry or enforcement proceedings by any regulatory authority or government agency regarding any offence or alleged offence of or in connection with bribery, corruption, breach of sanctions, slavery or human trafficking.

25.2 To ensure that we can continue to meet our commitment to high standards of ethical conduct and to promoting good corporate governance in our business dealings, you must:

- (a) take reasonable steps to ensure that there is no bribery, corruption, breach of sanctions, slavery or human trafficking in your or your Associates, Affiliates or your or their subcontractors' supply chains or in any part of their business, including by implementing appropriate due diligence procedures for its suppliers, subcontractors and other participants;
- (b) respond promptly to all due diligence questions and requests for information issued to you by us from time to time and ensure that your responses to all such questions and requests are complete and accurate, except to the extent that provision of such information to us would result in you breaching confidentiality obligations owed by you to an employee or a third party or is otherwise restricted by law; and
- (c) if requested by us, provide us with all information necessary to understand your compliance with anti-slavery and human trafficking laws in force from time to time (including without limitation the *Modern Slavery Act 2018* (Cth)), except to the extent that provision of such information to us would result in you breaching confidentiality obligations owed by you to an employee or a third party or is otherwise restricted by law.

25.3 If we make a request under clause 25.2, you must respond as soon as is reasonably practicable.

26 Entire agreement

These conditions:

- (a) constitute the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party, other than as set out in these conditions, unless the parties agree in writing that any such prior understanding, agreement, condition, warranty, indemnity or representation forms part of these conditions.

27 Validity

If any part of these conditions is unenforceable, these conditions is taken to be modified to remove that part. The rest of these conditions is not affected by that part being removed.

28 Governing law

These conditions are governed by the law of New South Wales. You and we agree to take legal proceedings in connection with these conditions only in New South Wales courts.

29 No assignment

You acknowledge that these conditions are personal to the Air Operator and that you must not:

- (a) assign, sublicense, charge, create a security interest over, encumber or otherwise deal with any of your rights or obligations under these conditions or any right, authority, privilege, benefit or obligation arising or which may arise pursuant to these conditions; or
- (b) use our *facilities and services* for or on behalf of any other person except as permitted by these conditions.

30 Airports Act and Regulations

30.1 You acknowledge and accept that:

- (a) in addition to acting in our capacity as provider of *facilities and services* under these conditions, we are also charged with the responsibility of administering and operating the Airport safely and securely and in accordance with the Airports Act and Regulations; and
- (b) any conduct of us in that capacity is not a breach of any of our covenants under these conditions and is not subject to clause 22.

31 Notices and contact information

- (a) Any notice, demand, consent or other communication given or made under these conditions:
- (i) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the first and last name and position or title of the sender or person duly authorised by the sender);
 - (ii) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address most recently notified by the intended recipient to the sender.
- (b) The address for notices to us is set out in Schedule 4.

32 Meaning of words

Abandoned in relation to an aircraft, means that you or the Air Operator or Affiliate have not responded to or actioned a direction to move or remove an aircraft in accordance with clause 15 for a period of 90 days after a direction to do so.

Actual Charges has the [meaning](#) given in clause 10.12(c).

Affiliate or **Affiliates** means any other Air Operator of regular passenger transport or freight services with which you have a 'dry', 'wet' or 'damp' lease or any similar arrangement whereby the supplying Air Operator provides some or all of an aircraft, crew, maintenance and insurance to, or operates flights on behalf of, you.

AIP Security Guide means the confidential version of, or document comprising extracts from, our Transport Security Program prepared for distribution to Aviation Industry Participants (as defined in the Aviation Transport Security Act) as amended by us from time to time.

Air Operator means the operator of an airline holding an Air Operator's Certificate.

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

Airport means Sydney (Kingsford-Smith) Airport, New South Wales, Australia.

Airport Operating Licence means the licence prepared by Sydney Airport, as varied from time to time, covering the performance of ground handling and associated services such as catering, cleaning, engineering and transport at Sydney Airport.

Airport Operations Manual means our manual, required under the Civil Aviation Regulations 1988, about operating aircraft and facilities at the Airport, as amended from time to time.

Airports Act and Regulations means the *Airports Act 1996* (Cth) and Regulations made under that Act, as amended from time to time.

Airside Contractor means a contractor that is engaged to provide AOL Services.

Airport Operating Licence (AOL) means a licence between us and a licensee enabling the licensee to undertake *AOL Services* in the form required by us.

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

AOL Services has the same meaning as in the Airport Operating Licence as updated from time to time which, as at the date of these conditions, means:

- (a) the following standard ground handling services:
 - (i) Section 1 – Airline Management Functions;
 - (ii) Section 2 – Passenger Services;
 - (iii) Section 3 – Ramp Services;
 - (iv) Section 4 – Load Control and Flight Operations;
 - (v) Section 5 – Cargo and Mail Warehouse Services;
 - (vi) Section 6 – Support Services;
 - (vii) Section 7 – Security; and
 - (viii) Section 8 – Aircraft Maintenance,as outlined under the IATA Airport Handling Manual (AHM810) or the IATA Standard Ground Handling Agreement. In this paragraph (a), 'Section' refers to a section of the IATA Standard Ground Handling Agreement; and
- (b) services which are not standard ground handling services as follows:
 - (i) Aircraft Refuelling;
 - (ii) GSE Maintenance;
 - (iii) Truck Transfer Companies (e.g. Cargo/ULD Transport);
 - (iv) PRM Providers;
 - (v) Airside Bussing (not provided by us); and
 - (vi) Sub-contractors, not engaged by us, providing other contracted services to multiple clients.

ASA Deemed MTOW means the deemed maximum take-off weight of an Aircraft as specified in Schedule 5 of Air Services Australia's Contract for

Aviation *facilities and services* or as otherwise determined by Air Services Australia.

Associates in relation to:

- (a) us (Sydney Airport) means officers, employees and agents of Sydney Airport; and
- (b) you (or an Air Operator) means your or its Affiliates and their respective officers, agents, contractors and employees.

Certificate of Registration means for an aircraft the certificate of registration issued by the Civil Aviation Safety Authority under the Civil Aviation Regulations.

Confidential Information means information that is expressly stated to be or could reasonably be expected to be confidential. In respect of our Confidential Information this means, in addition to the form, all information in whatever form (including without limitation any idea, concept, drawing, specification, data, conclusion or summary) Disclosed to you by, or on behalf of, us or produced by you or any Personnel relating to:

- (a) the operation or business of SYD;
- (b) these conditions or any negotiations relating to it;

other information that:

- (c) at the commencement of your operations at Sydney Airport was generally or publicly available, or subsequently becomes so available other than by breach of any duty or obligation;
- (d) at the time it was Disclosed to you was in your possession lawfully and without breach of any duty or obligation; or
- (e) has been Disclosed to you and was not generally and publicly available at that date of Disclosure, but subsequently through no act or omission of you (or any person to whom it Disclosed that information) becomes available through another source, not subject to any duty or obligation of evidence.

Consequential Loss means any:

- (a) loss of profit, loss of revenue, loss of production, loss of financial opportunity, loss of goodwill, loss of business reputation, damage to credit rating, direct or indirect financing costs whether or not in the reasonable contemplation of the parties at the time of entering into these conditions; or
- (b) loss or damage that is special or indirect that could not have been reasonably contemplated by the parties at the time of entering into these conditions,

but does not include:

- (c) loss arising from an occurrence:

- (i) covered by a policy of insurance in the name of the party required to be effected and maintained under these conditions; or
- (ii) which but for an act or omission of the party (including in respect of disclosure obligations to any insurer) would have been covered by a policy of insurance in the name of the party that the party is required to effect and maintain under these conditions.

Curfew Period has the same meaning as in the *Sydney Airport Curfew Act 1995* (Cth).

Cyber Security Incident has the meaning given in clause 24.3.

Disclose includes discussion (or any other communication) or disclosure, by whatever means, and **Disclosed**, **Discloses** and **Disclosure** are to be constructed accordingly.

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

Domestic Service means a *regular passenger transport operation* operating wholly within Australia, other than a *Regional Service*.

Domestic Terminal means any terminal which processes a passenger travelling on a Domestic Service or a Regional Service.

Domestic to International Transfer Passenger means a passenger who connects from a domestic flight to an international flight at the Airport.

Eligible Data Breach has the same meaning as it has in the Privacy Act.

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

Facilities and Services means our standard *facilities and services* as set out in Schedule 7 except to the extent that those *facilities and services* or additional *facilities and services* are provided to you under a separate written aeronautical services agreement, contract, lease, licence or other authority from us.

Freight Flights means flights where the predominant purpose of the operation is the carriage of cargo. Sydney Airport reserves its right to determine whether the service is a freight flight.

General Aviation means any air service other than a *regular public transport operation* or *RPT*.

[Historic Baseline Date](#) or [HBD](#) has the meaning given in [Schedule 5](#).

Infant means a child under two years of age who has not paid to occupy a seat on an aircraft.

interest rate means a rate of interest per annum which is 4% higher than the 10 Year Commonwealth Treasury Bond rate.

Interim Charges has the meaning given in clause 10.12(e).

International Service means a *regular public transport operation* where either the flight's origin or destination is another international airport located outside of Australia and/or the flight includes Embarking Passengers or Disembarking Passengers that are processed by the Australian Border Force at the Airport.

International Terminal means any terminal which processes a passenger travelling on an International Service.

International to Domestic Transfer Passenger means a passenger who connects from an international flight to a domestic flight at the Airport.

legislation means all Commonwealth and State 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 aircraft using it.

MTOW means for an aircraft its maximum take-off weight as specified by the manufacturer or as approved by the Civil Aviation Safety Authority or ASA *Deemed MTOW* (at our discretion).

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

Operating Manuals has the meaning given in clause 7.1(b).

Morning Peak Period means the period between 6am to 11am each day.

Personal Information has the meaning given in the Privacy Act.

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

Positioning Flights means non-revenue flights that are defined as positioning, demonstration, test, training, and delivery aircraft movements.

PPS Act means the *Personal Property Securities Act 2009* (Cth) and any supplementary or replacement *legislation*.

PPS Items means any item of personal property, including but not limited to any aircraft, which is owned or leased by you or your Affiliates and which is situated on the Airport at any time during the term of these conditions, and

includes security deposits provided by you to us as security for your performance under these conditions

Privacy Act means the *Privacy Act 1988* (Cth), and any supplementary or replacement *legislation*.

Regional Service means a *regular passenger transport operation* operating wholly within New South Wales. To avoid doubt, this excludes *regular passenger transport operations* to and from the Australian Capital Territory.

Relevant industry bodies means any organisation that the Airport may specify in writing from time to time is to be considered an industry body for the purposes of these conditions.

regular public transport operations or **RPT** 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.

Season means, in each year:

- a. [the Northern Summer season, being the period commencing on the last Sunday in March and ending on the last Saturday in October;](#)
[and](#)
- b. [the Northern Winter season, being the period commencing on the last Sunday in October and ending on the last Saturday in March.](#)

Transfer Passenger means a passenger who connects from one international flight to another without being processed by the Australian Customs Service at the Airport.

Transit Passenger means a passenger whose origin and destination is another port, serviced by the same flight.

Transport Security Program means our program, as required by *legislation* and as amended from time to time, that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport.

Turnaround has the meaning given in [Schedule 5](#).

Security Awareness Guide means the guide for all persons working at Sydney Airport to understand their role and responsibilities in maintaining the safety and security of Sydney Airport.

SYD means Sydney Airport Corporation Limited (ACN 082 578 809 or ABN 62 082 578 809).

we or **us** or **ours** means Sydney Airport Corporation Limited (ACN 082 578 809) and includes our successors and assigns.

WHS Legislation means the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulations 2017* (NSW) and any other associated regulations.

you or **your** means, in the case of *RPT* aircraft, the holder of the Air Operator's Certificate at the time our *facilities and services* at the Airport are used or in the case of General Aviation and other non-regular *public transport operations* aircraft, the person who is identified as "Owner" in the Notification of Aircraft Details form or if no one is so identified, the holder of the Certificate of Registration at the time our *facilities and services* at the Airport are used and includes your executors, administrators, successors and assigns.

- 32.2 The singular includes the plural and the plural includes the singular.
- 32.3 If you consist of more than one person or company, then each person or company is jointly and severally liable under these conditions with each of the others.
- 32.4 If any part of these conditions is unenforceable, these conditions are taken to be modified to remove that part. The rest of these conditions are not affected by that part being removed.

SCHEDULE 1

(clause 20)

Insurance Requirements

1. Insurance required under clause 20.1(a)(i), 20.1(a)(ii) and 20.1(a)(iii)

The aviation third party legal liability policy to be provided by you must have a limit of liability based on the MTOW of the heaviest aircraft landing at the Airport of not less than:

(a) for fixed wing aircraft:

MTOW	Cover*
10,000 kg or less	USD\$30,000,000.00
10,001 kg – 28,000 kg	USD\$60,000,000.00
28,001 kg – 100,000 kg	USD\$200,000,000.00
100,001 kg – 170,000 kg	USD\$500,000,000.00
170,001 kg and above	USD\$1,000,000,000.00
<i>*which may be purchased in USD or an equivalent amount in AUD.</i>	

(b) for helicopters, AUD\$20,000,000.00 (or an equivalent amount in USD).

2. Insurance required under clause 20.1(a)(iv)

The premises, hangar keepers and product liability policy (including liability for motor vehicles and mobile plant airside) policy to be provided by you must have a limit of liability of not less than AUD\$100,000,000.00 (or an equivalent amount in USD).

3. Insurance required under clause 20.1(b)

The combined public and product liability policy to be provided by you must have a limit of liability of not less than AUD\$100,000,000.00 (or an equivalent amount in USD).

SCHEDULE 2

(clause 2.1(o))

Customer Credit Application Form

Applicant Information

Name of Company: _____

Trading Name: _____

Business Address: _____

Address: _____

Telephone: _____

Email: _____

Australian Business Number (ABN or ABRN): _____

Other Business Numbers (if applicable): _____

Years Trading: _____

Financial Institution Information (e.g. bank or credit union)

Financial Institution Name: _____ Branch: _____

Country: _____

Do you plan to use this institution for any bank guarantees or line of credit? _____

Accounts Payable Information

Accounts Payable Manager: _____ Telephone: _____

e-mail Address: _____

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Please answer “YES” or “NO” to the following items and provide details including dates and circumstances if applicable. Use additional pages if necessary.

Has the applicant declared bankruptcy or been declared bankrupt or entered into a scheme of arrangement in the past 10 years? If “YES” provide details.

Has the applicant committed an act of insolvency within the meaning of the Corporations Act 2001 (or where the applicant is incorporated overseas, an equivalent in the country of incorporation)? If “YES” provide details.

Does the applicant have any registered or unregistered charges against the assets of the applicant? If “YES” provide details.

Has the applicant been refused credit before? If “YES” provide details including amounts involved.

Is there any other information about the applicant that Sydney Airport would reasonably expect to know, or the applicant would like Sydney Airport to consider when assessing this application? If “YES” provide details.

I have truthfully and accurately completed this application and understand that credit may be refused or suspended if any information provided in this form is intentionally untrue or inaccurate in any material particular.

Please fill out applicable section

If a Sole Trader

Full Name: _____

Date of Birth: _____

Residential Address: _____

If a Partnership

Full Names and Residential Addresses of all Partners

Full Name	Residential Address
_____	_____
_____	_____
_____	_____
_____	_____

If an Incorporated or Limited Company

Name of Company: _____

Company Number: _____

Country of Incorporation: _____ Date of Incorporation: _____

Registered Office Address: _____

Full Names of all Directors:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Privacy Act acknowledgment and Consents

1. Acknowledgment

The applicant(s) acknowledge(s) that Sydney Airport Corporation Limited (SYD) has informed me/us in accordance with s18E(8)(c) of the *Privacy Act 1988* (Cth) that certain items of personal information about me/us contained in this application or which may be subsequently obtained by SYD may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit at least 60 days overdue, discharges, cheques twice dishonoured and serious credit infringements.

2. Consent

I consent:

- (c) to SYD obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of SYD:
 - (i) collecting overdue payments in respect of commercial credit provided to me/us (Privacy Act s18K(1)(h)); and
 - (ii) assessing my/our application for commercial credit on an on-going basis (Privacy Act s18K(1)(b)); or
 - (iii) assessing my/our application for consumer credit (Privacy Act s18L(4));
- (d) to SYD's nominated trade insurer (if any) obtaining from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to SYD in relation to my/our application for commercial credit with SYD (Privacy Act s18K(1)(e));
- (e) to SYD giving and seeking from any credit provider named in this application for credit or in a credit report issued by a credit reporting agency information about my/our credit arrangements, including any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act (s18N(1)(b)).

Signature of Authorised Company Representative

Printed name

Position

Date

SCHEDULE 3

(clause 2.1(p))

Notification of Aircraft Details

Aircraft Registration: _____

Aircraft Type: _____

MTOW: _____

Configuration: _____

Certificate of Registration Holder:

Name: _____

Address: _____

Contact number: _____

Owner: (if different to Certificate of Registration holder)

Name: _____

Address: _____

Contact number: _____

Operator:

Name: _____

Address: _____

Contact number: _____

Effective Dates of Operation:

From: _____

To: _____

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Signature of person completing the form

Please identify by circling whether you are the
C of R Holder / Owner / Operator

SCHEDULE 4

(clause 6.1)

Contact Information

Address for service of notices

By post: Group Executive, Aviation Growth & Group Strategy
Sydney Airport Corporation Limited
The Nigel Love Building
10 Arrivals Court
Sydney International Airport NSW 2020
AUSTRALIA

or

Group Executive, Aviation Growth & Group Strategy
Sydney Airport Corporation Limited
Locked Bag 5000
Sydney International Airport NSW 2020
AUSTRALIA

By email: conditions.use@syd.com.au

By telephone: +61 (2) 9667 9111

SCHEDULE 5

(clause 10.2)

Aeronautical charges to apply to all new and existing operators from 1 July 20265

Note: this table is provided as a guide to charges at Sydney Airport. Our charges depend upon the *facilities and services* you use at the Airport. If you are subject to passenger-based charges you must provide information in accordance with Items 12 and 13.

<i>If you use these facilities & services...</i>	<i>...then these are the applicable items of Schedule 5 which you must pay</i>
International Services	<ul style="list-style-type: none"> • Item 1 • Item 4 • Item 5 • Item 6 • Item 8 • Item 9 • Item 10 • Item 11
Domestic Services at a Domestic Terminal	<ul style="list-style-type: none"> • Item 2 • Item 4 • Item 5 • Item 6 • Item 8 • Item 9 • Item 10 • Item 11
Regional Services at a Domestic Terminal	<ul style="list-style-type: none"> • Item 3 • Item 6
Freight Flights; Positioning Flights; and General Aviation Flights	<ul style="list-style-type: none"> • Item 4 • Item 5 • Item 6 • Item 8 • Item 10 • Item 11
Helicopter operations	<ul style="list-style-type: none"> • Item 7 • Item 11

Charges

Note: All charges listed in this Schedule 5 are the Airport's best estimate of fair and reasonable prices based upon the information available to the Airport at the time the relevant charge is notified to users, and are exclusive of GST unless indicated otherwise.

1. Passenger Charges – International Services

(a) International Terminal Charge

A terminal charge of \$~~29.12~~30.66 (GST exclusive) and \$~~32.03~~33.73 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on International Services.

(b) International Runway Charge

A runway charge of \$~~14.88~~15.67 (GST exclusive) and \$~~16.37~~17.24 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on International Services, subject to a minimum charge per runway movement of \$~~61.45~~64.70 (GST exclusive) and \$~~67.60~~70.17 (GST inclusive).

(c) International Terminal Security Charge

A charge of \$~~6.42~~77 (GST exclusive) and \$~~7.06~~45 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on International Services.

(d) International Airfield Security Charge

A charge of \$~~0.38~~40 (GST exclusive) and \$~~0.42~~44 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on International Services.

(e) International CUTE Charge

A charge of \$~~0.433~~15 (GST exclusive) and \$~~0.446~~17 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on fixed wing passenger aircraft when embarking or disembarking through an International Terminal.

2. Passenger Charges – Domestic Services

(a) Domestic ~~Terminal~~ Passenger Charge²

For airlines using the domestic common user passenger terminal ~~and runway~~ facilities at a Domestic Terminal (which are owned and operated by SYD): a charge per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on a Domestic Service of ~~\$9.15~~ \$18.21 (GST exclusive) and ~~\$10.06~~ \$20.03 (GST inclusive).

~~(b) New Investment Charge~~

~~For airlines using the domestic common user passenger terminal facilities at a Domestic Terminal (which are owned and operated by SYD), a charge per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on a Domestic Service of \$0.41 (GST exclusive) and \$0.45 (GST inclusive).~~

~~(c)(b) Passenger-based Runway Charge Domestic Minimum Peak~~ Minimum Slot Charge

~~A charge of \$6.02 (GST exclusive) and \$6.62 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on fixed wing passenger aircraft operating a Domestic Service, subject to a minimum charge per movement of \$61.45 (GST exclusive) and \$67.60 (GST inclusive). The Domestic Peak Minimum Slot Charge will apply to Domestic Airlines each Season as follows:~~

~~(a) The Domestic Peak Minimum Slot Charge, is determined in accordance with the below formula, for each Season, applicable to each HBD Slot held:~~

~~(i) “Domestic Peak Minimum Slot Charge = Peak Minimum Slot Charge - Cancellation Rebate”, where:~~

~~(A) Peak Minimum Slot Charge:~~

~~(1) The Peak Minimum Slot Charge is applicable, where the actual Domestic Passenger Charge is below the Peak Minimum Slot Charge;~~

~~(2) The Peak Minimum Slot Charge is determined in accordance with the below formula, applied against each HBD Slot held at the commencement of each applicable Season:~~

² This charge includes a component for 45 minutes of parking on the aprons associated with a Domestic Terminal while an aircraft is processing passengers through that terminal. However, charges are still payable under item 6 for use of designated aircraft parking areas in all other circumstances.

(ii) “Peak Minimum Slot Charge = (Domestic Minimum Reasonable Gauge * Domestic Minimum Reasonable Load Factor) * Domestic Passenger Charge = \$2,637.00, where:

- Domestic Peak Minimum Reasonable Gauge = 181
- Domestic Peak Minimum Reasonable Load Factor = 80%
- Domestic Passenger Charge = \$18.21

(3) “Season” means, in each year:

- The Northern Summer season, being the period commencing on the last Sunday in March and ending on the last Saturday in October; and
- the Northern Winter season, being the period commencing on the last Sunday in October and ending on the last Saturday in March.

(4) “HDB Slots” means all slots held by a Domestic Airline as published at the Historic Baseline Date, determined by flight and day of week for the applicable upcoming Season.

— “Historic Baseline Date” or “HBD” means 31 January in the relevant year (for Northern Summer Seasons) or 31 August in the relevant year (for Northern Winter Seasons).

~~(5) “Historic Baseline Date” or “HBD” means 31 January in that year (for Northern Summer Seasons) or 31 August in that year (for Northern Winter Seasons).~~

(B) Cancellation Rebate:

(1) A Cancellation Rebate will be determined at the end of each applicable Season in accordance with the below formula:

(iii) “Cancellation Rebate = (HDB Slots * Allowable Cancellation Rate) * Peak Minimum Slot Charge”, where:

- “HDB Slots”, has the same meaning above;
- “Allowable Cancellation Rate” means 2%;
- “Peak Minimum Slot Charge” is defined above.

— The Cancellation Rebate will be credited to the Airline’s billing account within 60 business days after the end of the applicable Season.

~~(2)~~

~~(f)(b) “Peak” means 06:00 – 10:59 local time and 17:00 – 19:59 local time Monday to Friday.~~

~~(d)(c)~~ **Domestic Security Charge**

A charge of \$3.09–26 (GST exclusive) and \$3.40–59 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on a Domestic Service utilising a Domestic Terminal.

~~(e)(d)~~ **Domestic Airfield Security Charge**

A charge of \$0.26~~7~~ (GST exclusive) and \$0.28~~–30~~ (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on fixed wing passenger aircraft operating a Domestic Service.

3. Charges – Regional Services

(a) Terminal Charge

For airlines using the domestic common user passenger terminal facilities at a Domestic Terminal (which are owned and operated by SYD) a charge per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on a Regional Service of \$4.50 (GST exclusive) and \$4.95 (GST inclusive).

(b) Runway Charge

A charge of \$3.44 (GST exclusive) and \$3.78 (GST inclusive) per 1,000kg MTOW pro rata for each fixed wing passenger aircraft movement (take-off or landing) operating a Regional Service, subject to a minimum charge per movement of \$50.00 (GST exclusive) and \$55.00 (GST inclusive).³

(c) Passenger Security Charge

A charge of \$0.87 (GST exclusive) and \$0.96 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on a Regional Service utilising a Domestic Terminal.

4. Runway Charge – Freight Flights, Positioning Flights, & General Aviation Flights

(a) Freight Flights:

For each fixed wing powered aircraft in SYD's reasonable opinion is operating a Freight Flight, a charge per runway movement (take-off or landing) of \$14.66~~2.28~~ (GST exclusive) and \$12.82~~13.51~~ (GST inclusive) per 1,000kg MTOW pro rata, subject to a minimum charge per movement of \$61.45~~64.70~~ (GST exclusive) and \$67.60~~71.17~~ (GST inclusive).

(b) Positioning Flights & General Aviation Flights:

For each fixed wing powered aircraft not subject to passenger charges under 1, 2, 3 or the freight runway charge under 4(a) above, a charge per runway

³ At SYD's discretion, a reduced minimum charge may be offered for *regular public transport operations* of regional airlines as follows:

- (i) Scheduled Regional Services (MTOW 0-5 tonnes) - \$20.00 (GST exclusive) and \$22.00 (GST inclusive) per movement; and
- (ii) Scheduled Regional Services (MTOW 5-10 tonnes) - \$41.25 (GST exclusive) and \$45.38 (GST inclusive) per movement.

movement (take-off or landing) of \$~~17.00~~90 (GST exclusive) per 1,000kg MTOW and \$~~18.70~~19.69 (GST inclusive) per 1,000kg MTOW pro rata, subject to a minimum charge per movement of \$~~340.00~~357.93 (GST exclusive) and \$~~374.00~~393.72 (GST inclusive).

5. MTOW-based ASM Charge (Shared Airfield Security) – where paragraph 4 applies

For each fixed wing powered aircraft subject to charges under 4 above, a charge per runway movement (take-off or landing) of \$0.254 (GST exclusive) and \$0.286 (GST inclusive) per 1,000kg MTOW pro rata.

6. Aircraft Parking Charge

~~(g)~~(a) For each aircraft parked in a designated General Aviation parking area, no charge will be payable for the first 180 minutes or part thereof per †Turnaround.

~~(h)~~(b) For each aircraft parked in a designated General Aviation parking area for a period beyond 180 minutes per †Turnaround:

- (i) for calendar days 1 to 3 per †Turnaround, an aircraft weight related parking charge per calendar day or part thereof as follows:
 - a. Aircraft with an MTOW up to 20,000 kg \$~~500~~526.0036 (GST exclusive) and \$~~550.00~~579.00 (GST inclusive);
 - b. Aircraft with an MTOW between 20,001 and 40,000 kg \$~~750.00~~89.54 (GST exclusive) and \$~~825.00~~868.49 (GST inclusive); and
 - c. Aircraft with an MTOW more than 40,000 kg \$~~1,000~~52.7200 (GST exclusive) and \$~~1,100.00~~1,157.99 (GST inclusive);
- (ii) for calendar days 4 to 5 per †Turnaround, a parking charge of \$1,~~500~~579.0008 (GST exclusive) and \$1,~~650.00~~736.99 (GST inclusive) per calendar day or part thereof;
- (iii) for calendar days 6 to 7 per †Turnaround, a parking charge of \$2,~~000.00~~105.44 (GST exclusive) and \$2,~~200.00~~315.98 (GST inclusive) per calendar day or part thereof; and
- (iv) for calendar days beyond 7 days per Turnaround, a charge of \$2,~~500.00~~631.80 (GST exclusive) and \$2,~~750.00~~894.98 (GST inclusive) per calendar day or part thereof.

~~(i)~~(c) For any aircraft parked in a designated aviation parking area between 6am and 11pm (non curfew hours), a charge of:

- (i) \$~~35.00~~36.85 (GST exclusive) and \$~~38.50~~40.54 (GST inclusive) per 15 minute period or part thereof for the first 180 minutes per †Turnaround; and
- (ii) \$~~50.00~~52.64 (GST exclusive) and \$~~55.00~~57.90 (GST inclusive) per 15 minute period or part thereof beyond 180 minutes per †Turnaround.

~~(j)~~(d) For any aircraft, permitted under the Sydney Airport Curfew Act 1995 to operate during curfew hours, parked in a designated aviation parking area between 11pm and 6am (curfew hours), a charge of:

- (i) ~~\$35-00~~36.85 (GST exclusive) and ~~\$38-50~~40.54 (GST inclusive) per 15 minute period or part thereof for the first 180 minutes per ~~turnaround~~; and
- (ii) ~~\$50-00~~52.64 (GST exclusive) and ~~\$55-00~~57.90 (GST inclusive) per 15 minute period or part thereof beyond 180 minutes per ~~turnaround~~.

Note: If an aircraft parks across curfew and non-curfew periods, the 180 minutes will be aggregated across both the curfew and non-curfew periods for calculation purposes.

In paragraphs (a) to (c), “designated aviation parking area” means an aircraft parking area owned or leased by SYD other than:

- a designated General Aviation parking area; or
- an aircraft parking area which is the subject of a current lease or licence granted by SYD or our predecessors (other than bays 3 & 4, which are included as “designated aviation parking areas”).

You are not permitted to park in any areas that are leased by SYD to others, without informing and getting SYD’s written consent, where applicable.

In paragraphs (a) to (d), “Turnaround” means, in respect of an aircraft, the elapsed time from the time the aircraft is on-blocks following its arrival at the Airport to the time the aircraft is off-blocks for its subsequent departure from the Airport.

7. Helicopter charge

For each rotary wing aircraft arriving or departing from any part of Sydney Airport, including leased or licensed premises, a fixed charge per movement (both landing and take-off) of ~~\$30-37~~32.35 (GST exclusive) and ~~\$33-80~~35.59 (GST inclusive).

8. Passenger Data Administration Charge

In each month in which an airline fails to submit passenger data in accordance with the timing and format specified by us for the purpose of invoicing aeronautical charges, an administrative charge of \$1,~~024-25~~078.25 (excluding GST) or \$1,~~126~~86.67-08 (including GST) will apply.

9. Domestic Terminal Overnight Opening Fee

Where an airline requests that a Domestic Terminal be kept open overnight, SYD will invoice that airline for the costs that SYD incurs in opening the terminal overnight

(on a pass-through basis), subject to a minimum charge of \$~~512.12~~539.13 (GST exclusive) or \$~~563.34~~593.04 (GST inclusive) per night.

Overnight opening is subject to SYD's discretion and SYD will not consent to the opening of a Domestic Terminal overnight unless the airline provides at least 2 airline staff to assist for the duration of the overnight opening.

10. Ground Power and Preconditioned Air

- (a) The ground power usage charge applies:
- (i) to your use of ground power *facilities and services* (**Actual Usage**) per 15 minutes of use per unit used; or
 - (ii) where you have not used ground power *facilities and services*, but those *facilities and services* were available, calculated by reference to time on bay less 30 minutes (**Available Usage**) per 15 minutes per unit available.
- (b) The following charges for ground power usage covers your use of preconditioned air *facilities and services*, which will not be separately charged under these conditions:
- (i) For 4F* aircraft: \$~~21.74~~22.89 (GST exclusive) and \$~~23.91~~25.18 (GST inclusive);
 - (ii) For 4E aircraft: \$~~21.74~~22.89 (GST exclusive) and \$~~23.91~~25.18 (GST inclusive);
 - (iii) For 4D aircraft: \$~~12.83~~13.51 (GST exclusive) and \$14.~~86~~44 (GST inclusive); and
 - (iv) For 4C aircraft: \$~~11.35~~11.95 (GST exclusive) and \$~~12.49~~13.15 (GST inclusive).

***Note:** Code 4F aircraft (A380) can use two Ground Power and Preconditioned Air units simultaneously. The charge specified is per unit used.

With reference to the above, a 4F aircraft includes an A380 and a B747-800; a 4E aircraft includes a B787, a B777, a B747, an A350, an A340 and an A330; a 4D aircraft includes a B767, an A310 and an A300; and a 4C aircraft includes a B737 and an A320.

11. Environmental Charge

- (a) A spillage charge applies:
- (i) to each fuel, hydraulics or waste spillage event arising from your use of the Airport (which must be reported immediately under clause 7.10); and
 - (ii) where a bay or other airside area that was last used by you contains a fuel, hydraulics or waste spillage.
- (b) The spillage charge is:

- (i) For unreported spillages: ~~\$300.00~~315.82 (GST exclusive) and ~~\$330.00~~347.40 (GST inclusive); and
- (ii) For reported spillages: ~~\$150.00~~157.91 (GST exclusive) and ~~\$165.00~~173.70 (GST inclusive).

12. Information Requirements

If you are subject to passenger-based charges under this Schedule 5, you must provide the following information under clause 5.2(a) and/or 5.3 of the Sydney Airport Conditions of Use:

- (a) the number of Embarking Passengers on your aircraft operating at the Airport on each day, with Domestic-On-Carriage Passengers, Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
- (b) the number of Disembarking Passengers on your aircraft operating at the Airport on each day, with Domestic-On-Carriage Passengers, Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
- (c) the actual aircraft seat capacity for each RPT movement;
- (d) the actual freight tonnage carried on the passenger aircraft or on the dedicated freighter aircraft;
- (e) details of the type and registration of each aircraft operating at the Airport on each day, if you have not already provided it to us;
- (f) any further disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 5; and
- (g) if you operate an aircraft that carries a combination of passengers and freight, where freight is carried in areas of the aircraft typically used for carrying passengers, you must advise us of the aircraft configuration; and
- (h) details of the type, registration and MTOW of each aircraft which you used at the Airport.

You must provide this information in the prescribed format that is set out on Sydney Airport's website.

13. Combination Passenger/Freight Aircraft

If you operate an aircraft that carries a combination of passengers and freight, where freight is carried in areas of the aircraft typically used for carrying passengers, you must advise us of the aircraft configuration under clause 5.2(a).

You agree under clause 10.3 that we can, at our discretion (acting reasonably), determine whether for billing purposes this flight will be considered a freight flight, or passenger flight, or a combination of these in accordance with this Schedule 5 in order to determine reasonable charges for the relevant service.

SCHEDULE 6

Facilities and services

Aircraft movement *facilities and services*

- Runways, taxiways, aprons, airside roads and airside grounds
- Airfield and airside lighting
- Aircraft parking sites
- Navigation on the airfield (including nose-in guidance systems and other visual navigation aids)
- Airside safety and security services and facilities
- Environmental hazard control
- Services and facilities to ensure compliance with environmental law
- Government-mandated security services
- Ground power and preconditioned air

Passenger processing *facilities and services*

- Public areas in terminals, public amenities, public lifts, escalators and moving walkways
- Flight information and public-address systems
- Facilities to enable the processing of passengers through customs, immigration and quarantine
- Security systems and services (including closed circuit surveillance systems)
- Baggage handling and reclaim systems
- Common User Terminal Equipment (CUTE)
- Government mandated security services
- Forward airline support areas services
- Aerobridges, airside buses
- Necessary departure lounges and holding lounges (but excluding commercially important persons' lounges)
- Access roads and facilities in landside areas (including lighting and covered walkways)

