



# **SYDNEY AIRPORT CONDITIONS OF USE**

**Version 2.40**

**1 January 2020**

## **Table of Contents**

<b>1</b>	<b>These conditions .....</b>	<b>1</b>
<b>2</b>	<b>Information we require before you use our facilities and services .....</b>	<b>1</b>
<b>3</b>	<b>Provision of information in relation to charges .....</b>	<b>2</b>
<b>4</b>	<b>Information generally .....</b>	<b>5</b>
<b>5</b>	<b>Using our facilities and services .....</b>	<b>5</b>
<b>6</b>	<b>Common User Agreement.....</b>	<b>6</b>
<b>7</b>	<b>Charges .....</b>	<b>6</b>
<b>8</b>	<b>Varying charges.....</b>	<b>7</b>
<b>9</b>	<b>If you do not pay on time .....</b>	<b>7</b>
<b>10</b>	<b>If you do not comply with these conditions.....</b>	<b>8</b>
<b>11</b>	<b>Moving aircraft.....</b>	<b>9</b>
<b>12</b>	<b>Airport closed or services unavailable .....</b>	<b>9</b>
<b>13</b>	<b>Services we do not provide .....</b>	<b>9</b>
<b>14</b>	<b>Release and indemnity .....</b>	<b>10</b>
<b>15</b>	<b>Exclusion of warranties and conditions.....</b>	<b>11</b>
<b>16</b>	<b>Dispute resolution by mediation .....</b>	<b>12</b>
<b>17</b>	<b>Confidentiality.....</b>	<b>12</b>
<b>18</b>	<b>Public Statements.....</b>	<b>13</b>
<b>19</b>	<b>Entire agreement .....</b>	<b>13</b>
<b>20</b>	<b>Governing law.....</b>	<b>14</b>
<b>21</b>	<b>Meaning of words .....</b>	<b>14</b>

**Schedules**

<b>1.</b>	<b>Insurance Policy Requirements.....</b>	<b>17</b>
<b>2.</b>	<b>Customer Credit Application Form.....</b>	<b>18</b>
<b>3.</b>	<b>Notification of Aircraft Details .....</b>	<b>22</b>
<b>4.</b>	<b>Contact Information.....</b>	<b>24</b>
<b>5.</b>	<b>Aeronautical charges effective from 1 January 2020 .....</b>	<b>25</b>
<b>6.</b>	<b>Procedure for moving/removing Aircraft by SACL .....</b>	<b>31</b>
<b>7.</b>	<b>Relevant Industry Bodies.....</b>	<b>32</b>
<b>8.</b>	<b>Discounts for New Off-Peak Services .....</b>	<b>33</b>
<b>9.</b>	<b>Facilities and Services .....</b>	<b>35</b>
<b>10.</b>	<b>Schedule of Amendments.....</b>	<b>36</b>

## CONDITIONS OF USE

### SYDNEY (KINGSFORD SMITH) AIRPORT

#### 1 These conditions

- 1.1 These are the conditions under which, subject to any separate variation agreement in writing between you and us, you use our *facilities and services* at the Airport. If you use those *facilities and services* then, subject only to the extent of inconsistency with any such contrary agreement, you accept these conditions.
- 1.2 These conditions take effect from the date of these conditions.
- 1.3 Subject to any contrary requirement under legislation, 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 90 days before we change, replace or waive any conditions; and
  - (b) considered and responded to you in writing (either directly or through *relevant industry bodies*) in relation to any comments or objections you have raised to our change, replacement or waiver; and
  - (c) we give you (either directly or through *relevant industry bodies*) notice in writing at least 30 days before the change is to be effective.

#### 2 Information we require before you use our facilities and services

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.

- 2.1 Before using our *facilities and services* at the Airport you must give us:
- (a) your name, address and contact details;
  - (b) evidence that you have a security program that meets the requirements of our security arrangements and any relevant requirements under the Aviation Transport Security Act 2004, Aviation Transport Security Regulation 2005 and other *legislation*;
  - (c) evidence that you 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;
  - (d) the names, addresses, telephone numbers, facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using our *facilities and services* at the Airport;

- (e) upon request, copies of the current certificates of insurance policies you 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;
- (f) ground handling arrangements for operating crew, passengers and cargo;
- (g) arrangements for the removal of stationary aircraft;
- (h) details of the type, registration, configuration and MTOW of each aircraft which you intend to use at the Airport;
- (i) a completed Customer Credit Application form (see Schedule 2); and
- (j) a completed Notification of Aircraft Details form (see Schedule 3) for all your general aviation and other non-regular *public transport operations* aircraft which are likely to be using our *facilities and services* at the Airport.

2.2 SACL request for bank guarantee and top-up bank guarantee:

- (a) We require that you provide us with an unconditional bank guarantee in a form reasonably acceptable to us. This bank guarantee may be for an amount equal to our reasonable estimate of the airport charges you are likely to incur over a 3 month period.
- (b) If SACL requires you to provide a bank guarantee in accordance with clause 2.2(a) then it will be a condition of use that you do so within 21 days from the date SACL notifies you to do so.
- (c) Failure by you to provide a bank guarantee for 21 days or more will become a debt due and payable to SACL.
- (d) SACL may, at any time after you have provided a bank guarantee, require that you provide a top-up bank guarantee. The top-up bank guarantee may be for an amount equal to our reasonable estimate of the airport charges you have incurred over a more recent 3 month period.
- (e) If SACL requires you to provide a top-up bank guarantee in accordance with clause 2.2(c) then it will be a condition of use that you do so within 21 days from the date SACL notifies you to do so.
- (f) Failure by you to provide a top-up bank guarantee for 21 days or more will become a debt due and payable to SACL.

2.3 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 Provision of information in relation to charges**

3.1 This clause 3 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.

---

- 3.2 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 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;
  - (b) the number of Disembarking Passengers from your aircraft operating at the Airport on that day; and
  - (c) any further disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 5.
- 3.3 Within 7 days of the month in which you used our *facilities and services*:
- (a) you must provide the information required under clause 3.2 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 use at the Airport, if you have not already done so; and
  - (c) if you have provided to us information under clause 3.2 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.
- 3.4 You acknowledge that we will use the information you provide to us under clauses 3.2 and 3.3 for the purpose of calculating the charges payable by you for using our *facilities and services* at the Airport.
- 3.5 If you do not comply with clauses 3.2 or 3.3, 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 3.2 and 3.3;
  - (b) we have charged you in accordance with this clause 3.5;
  - (c) you have paid to us those charges; and
  - (d) we believe that we have been overpaid,
- then we will provide to you a refund (without interest) of any amount we calculate to have been overpaid.
- 3.6 You acknowledge that we may verify from time to time information you have provided to us by means including (but not limited to):
- (a) reference to data collected by the Australian Customs Service; and
  - (b) directly counting passengers embarking or disembarking aircraft operated by you.

You will use your best endeavours to assist us to identify the reason for any differences between the information provided by you under clause 3.2 and 3.3 and the information collected by us under this clause 3.6.

- 3.7 If, after the end of a Season, we ask you to do so, 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 3. 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 3.7, '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.

- 3.8 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 3.

- 3.9 If:

- (a) the certified statements provided under clause 3.7; or
- (b) an audit by us under clause 3.8,

discloses any error in the information you have given us under clauses 3.2 and 3.3, or:

- (c) you and we agree that the information you have given us under clauses 3.2 and 3.3 was in error after we verify under clause 3.6,

we will immediately invoice you for the charges which you should have paid to us if the information you gave to us under clauses 3.2 and 3.3 was not in error. We will issue our invoice, and you must pay it, in accordance with clause 7.

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 3.8.

- 3.10 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 use the information for the purpose of Airport capacity planning and forecasting (including disclosing the information to our professional advisers on a confidential basis for this purpose);
- (b) we may use the information for aggregation into 'total domestic and regional passenger' or 'total international passenger' data for the

Airport, which we may disclose into the public domain. In using the information for this purpose, we will not release any other data in relation to the Airport which will enable the information you provide to us to be disaggregated from the 'total domestic and regional passenger' or total international passenger' data (unless you consent in writing for us to do so or we are required to do so by law); and

- (c) we may disclose the information if you agree in writing, or if we are required to do so by law.

#### **4 Information generally**

- 4.1 To find out where to give us information, see Schedule 4.
- 4.2 If possible, we would appreciate receiving information electronically.
- 4.3 You must let us know as soon as practicable if there is any change to the information you have given us.
- 4.4 You acknowledge that you have read and understood our *Airport Operations Manual*.
- 4.5 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.
- 4.6 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.

#### **5 Using our facilities and services**

- 5.1 When using our *facilities and services* at the Airport you must comply with:
  - (a) all legislation;
  - (b) our Airport Operations Manual;
  - (c) our AIP Security Guide;
  - (d) these conditions;
  - (e) other conditions, instructions orders and directions necessary for the day to day operation of the Airport, if (except in emergencies) we have consulted you (either directly or through relevant industry bodies)



about them and given you 7 days' notice of them, or as much notice as is reasonably practicable;

- (f) local flying restrictions; and
  - (g) directions on security from the Commonwealth Department of Infrastructure, Transport, Regional Development and Local Government.
- 5.2 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*).
- 5.3 You accept that:
- (a) access to our *facilities and services* is subject to the demands of other users of the Airport; and
  - (b) use of the Airport is constrained by *legislation* including that dealing with slot allocation and curfews.
- 5.4 You agree to take all necessary steps to comply with your obligations under the *Occupational Health and Safety Act 2000* (NSW) and associated Regulations. 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 procedures in relation to emergencies, hazard identification, the preparation or risk assessments and safe work method statements, incident reporting and the safety induction, training and supervision of staff).

## **6 Common User Agreement**

If you use our international terminal facilities for checking in passengers, you must comply with our current Conditions of Common User Agreement. 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 Common User Terminal Equipment (CUTE) for checking passengers in.

## **7 Charges**

- 7.1 You must pay us charges for using our *facilities and services* at the Airport.
- 7.2 Subject to any discount agreed by us in accordance with Schedule 8, the amount of charges you must pay is calculated in accordance with Schedule 5 as varied from time to time.
- 7.3 The charges for using our *facilities and services* at the Airport:
- (a) accrue from day to day; and

(b) are payable in Australian dollars.

- 7.4 If you have a credit account with us, we will invoice you for charges.
- 7.5 Subject to clause 9, you must pay what the invoice shows as owing within the time stated for payment in the invoice by one of the methods for payment shown on the invoice.
- 7.6 Unless you have a credit account with us, you must pay the charges you owe before your aircraft leaves the Airport unless we agree other arrangements in writing.
- 7.7 We and you have 12 months in which to raise disputes regarding charges. After 12 months disputes will not be considered.

## **8 Varying charges**

- 8.1 Subject to this clause, we may vary any of the charges or the application of them at any time by giving you 30 days' notice in writing of a proposed maximum increase in charges or application before the variation becomes effective.
- 8.2 We will consult with you (either directly or through *relevant industry bodies*) at least 90 days before varying charges.
- 8.3 We may vary the charges for the use of ground power and preconditioned air at any time, without prior consultation, if our energy costs change. We will provide you with written notice of the variation in the charges for the use of ground power and preconditioned air as soon as possible. A variation in the charges for the use of ground power and preconditioned air may be imposed on a retrospective basis if we receive less than 14 days' notice of an alteration from our energy suppliers.

## **9 If you do not pay on time**

- 9.1 If you do not pay the amount you owe 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.
- 9.2 Interest is calculated daily at the *interest rate*.
- 9.3 If you notify us in writing that you dispute any charge shown in an invoice within 7 days of receiving that invoice and in our reasonable opinion you have grounds to dispute it, then the provisions of clause 16 will apply.
- 9.4 In the case of a dispute, any undisputed amounts, or portions, are to be paid within the time required by the invoice.
- 9.5 Subject to clause 9.3, if you do not pay us an amount you owe us including:
- (a) Aeronautical charges in accordance with schedule 5;
  - (b) check-in counter charges;

- (c) if SACL requires you to do so, an unconditional bank guarantee in accordance with clause 2.2(a); and
- (d) if SACL requires you to do so, a top-up bank guarantee in accordance with clause 2.2(c),

within 21 days after it is due for payment, or in the case of a bank guarantee or top-up bank guarantee then 21 days from the date SACL requires you to provide a bank guarantee or top-up bank guarantee, we may:

- (e) refuse to allow any or all of your aircraft to use our *facilities and services* at the Airport; and/or
- (f) use reasonable means to detain any of your aircraft until you have paid all due charges and interest provided that:
  - (i) we have first sought to negotiate in good faith any dispute about charges in accordance with 9.3 above;
  - (ii) we have first sought to recover any outstanding charges from you; and
  - (iii) we have given you 14 days' notice in writing either during or after the 21 day period that we intend to do this.

9.6 Unless we give you express written consent, you are not allowed to make any set-off against or deduction from the charges for using our *facilities and services*. This includes, where relevant, any claim for set-off in relation to the bank guarantee and top-up bank guarantee that you have provided to SACL in accordance with clauses 2.2(a) and 2.2(c) respectively.

9.7 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 for any debt you owe us which is due and payable for 21 days or more.

## **10 If you do not comply with these conditions**

10.1 In addition to clause 9 we may, subject to our obligations under *legislation*, give you 14 days' notice in writing not to use our *facilities and services* at the Airport if you do not comply with these conditions.

10.2 However, if you do not comply with any safety or security requirements, we may give you notice to comply immediately.

10.3 We may stop you from using our *facilities and services* at the Airport if you do not comply with our notice.

**11 Moving aircraft**

11.1 We may (subject to air traffic clearances and any operational guidelines issued by us for the use of our *facilities and services*) order 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.

11.2 If you do not comply with our order within the specified time, as a measure of last resort, we may move or remove the aircraft in accordance with the procedures at Schedule 6 and:

- (a) you must pay our reasonable costs of having the aircraft moved or removed and any 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 order.

**12 Airport closed or services unavailable**

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

12.2 If reasonably possible, we will notify you before we make any service or facility at the Airport unavailable. This is subject to clauses 5.3 and 14.2.

12.3 If, at any time, safety or operational maintenance or new development requirements mean that we consider it necessary to declare our *facilities or 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.

**13 Services we do not provide**

We do not provide:

- (a) terminal air traffic control services;
- (b) terminal navigation aids;
- (c) rescue and fire fighting services;
- (d) en-route services;

- (e) meteorological services;
- (f) hangar facilities;
- (g) quarantine waste disposal; or
- (h) 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.

#### **14 Release and indemnity**

14.1 We and our officers, employees or 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 negligence or recklessness, or the negligence or recklessness of our officers, employees or agents.

14.2 We and our officers, employees or 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;
- (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; or
- (c) any consequential injury, loss or damage in connection with the use of or closure of the Airport (including anything referred to in (a) or (b) of this clause).

Note: This clause 14.2 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*.

14.3 You are liable for and indemnify us against:

- (a) any damage your aircraft may cause to our property;
- (b) any 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 negligence or the negligence of our officers, employees or agents.

- 14.4 You agree to pay us an amount equal to any liability, loss, cost, charge or expense of the kind referred to in clause 14.3 suffered or incurred by any of our officers, employees or agents.

**15 Exclusion of warranties and conditions**

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

- 15.2 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.

- 15.3 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 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.

## **16 Dispute resolution by mediation**

16.1 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 14 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 14 days you and we must try to resolve the dispute by mediation.

16.2 If the dispute is not resolved under clause 16.1(a) 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.

16.3 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.

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

16.5 You and we may not seek any other means of resolving the dispute (other than seeking an urgent, interlocutory or interim injunction) until the mediation has taken place.

16.6 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 exercising our powers under clauses 9 and 10) while in dispute or mediation with you.

## **17 Confidentiality**

17.1 Subject to clauses 17.3 and 17.4 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 SACL, except as is necessary in fulfilling your obligations under these conditions.

17.2 You must not Disclose Confidential Information other than:

- (a) subject to clause 17.4, your staff (on a need to know basis), legal advisers, financial advisers and auditors;
- (b) subject to clause 17.4, with the prior consent of SACL; 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 SACL with a view to agreeing the form, content, timing and manner of Disclosure.

17.3 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 any purpose that may have an adverse effect on SACL or its business).

17.4 If you Disclose Confidential Information you must use reasonable endeavours to ensure that no person to whom you Disclosed 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.

## **18 Public Statements**

18.1 Without affecting the application of clause 17, you must not make any announcement or otherwise publicise the Conditions of Use or its subject matter without our prior written consent other than where required by law, statutory body, the rules of any securities or stock exchange, any applicable accounting standards or ordered by any court to make an announcement.

18.2 If you are required or ordered to make an announcement as set out in clause 18.1, then you:

- (a) must to the extent practicable, consult with SACL's representative with a view to agreeing the form, content, timing and manner of making the announcement; and
- (b) must ensure that the announcement includes only information that is required or ordered and does not include any information other than that required or ordered.

## **19 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.



## **20 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.

## **21 Meaning of words**

21.1 **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.

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

**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.

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

**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 all information, in whatever form (including 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 SACL;
- (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.

**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 (DOC)** 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*.

**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 facilities and services as set out in Schedule 9 except to the extent that those facilities and services are provided to you under a separate contract, lease, licence or other authority from us.

**general aviation** means any air service other than a *regular public transport operation* or *RPT*.

**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 3% higher than the 10 year Commonwealth Treasury Bond rate.

**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.

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

**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.

**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.

**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.

**relevant industry bodies** means a body listed or described in Schedule 7.

**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.

**SACL** means Sydney Airport Corporation Limited (ACN 082 578 809)

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

**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.

- 21.2 The singular includes the plural and the plural includes the singular.
- 21.3 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.
- 21.4 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 2.1(e))

**Insurance Policy Requirements**

The following insurance may also be purchased in Australian dollars for an equivalent amount:

**Group / Classification**

**Third Party Liability**

Combined single limit for third party liability for any one accident/incident occurrence to be not less than:

Fixed Wing Aircraft

1.	10,000 kg MTOW or less	US\$25,000,000
2.	10,001 kg – 28,000 kg MTOW	US\$60,000,000
3.	28,001 kg – 100,000 kg MTOW	US\$200,000,000
4.	100,001 kg – 170,000 kg MTOW	US\$500,000,000
5.	170,001 kg MTOW and above	US\$1,000,000,000

Helicopters

1.	up to two passenger seats	US\$5,000,000
2.	three and four passenger seats	US\$10,000,000
3.	more than four passenger seats	US\$15,000,000

**SCHEDULE 2**

(clause 2.1(i))

**Customer Credit Application Form**

**Applicant Information**

Name of Company: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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: \_\_\_\_\_ Fax: \_\_\_\_\_

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 (SACL) 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 SACL 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:

- (a) to SACL obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of SACL:
  - (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));
- (b) to SACL'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 SACL in relation to my/our application for commercial credit with SACL (Privacy Act s18K(1)(e));
- (c) to SACL 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(j))

**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: \_\_\_\_\_

Signature of person completing the form

---

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

**SCHEDULE 4**

(clause 4.1)

**Contact Information**

**Address for service of notices**

**By post:** Chief Financial Officer  
Sydney Airport Corporation Limited  
Central Terrace Building  
10 Arrivals Court  
Sydney International Airport NSW 2020  
AUSTRALIA

**or**

Chief Financial Officer  
Sydney Airport Corporation Limited  
Locked Bag 5000  
Sydney International Airport NSW 2020  
AUSTRALIA

**By facsimile:** +61 (2) 8338 4919

**By email:** [conditions.of.use@syd.com.au](mailto:conditions.of.use@syd.com.au)

**By telephone:** +61 (2) 9667 9111

**SCHEDULE 5**

(clause 7.2)

**Aeronautical charges effective from 1 January 2020**

**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.

<i><b>If you use these facilities &amp; services...</b></i>	<i><b>...then these are the applicable items of Schedule 5 which you must pay</b></i>
International operations at Terminal 1	<ul style="list-style-type: none"> <li>• Item 1</li> <li>• Item 4</li> <li>• Item 6</li> <li>• Item 7</li> <li>• Item 14</li> <li>• Item 16 (where applicable)</li> </ul>
Domestic operations at Terminal 2	<ul style="list-style-type: none"> <li>• Item 2</li> <li>• Item 4</li> <li>• Item 5</li> <li>• Item 6</li> <li>• Item 7</li> <li>• Item 8(a)</li> <li>• Item 9</li> <li>• Item 13</li> <li>• Item 14</li> <li>• Item 15</li> </ul>
Regional operations at Terminal 2	<ul style="list-style-type: none"> <li>• Item 3</li> <li>• Item 7</li> <li>• Item 8(b)</li> <li>• Item 10</li> </ul>
Domestic operations at terminal other than Terminal 2	<ul style="list-style-type: none"> <li>• Item 2</li> <li>• Item 4</li> <li>• Item 5</li> <li>• Item 6</li> <li>• Item 7</li> <li>• Item 14</li> </ul>
Regional operations at terminal other than Terminal 2	<ul style="list-style-type: none"> <li>• Item 3</li> <li>• Item 7</li> </ul>
Freight operations	<ul style="list-style-type: none"> <li>• Item 4</li> <li>• Item 6</li> <li>• Item 7</li> </ul>
General aviation operations	<ul style="list-style-type: none"> <li>• Item 4</li> <li>• Item 6</li> <li>• Item 7</li> </ul>
Helicopter operations	<ul style="list-style-type: none"> <li>• Item 12</li> <li>• Item 7</li> </ul>

**1. Passenger Charge – International Services**

A charge of \$36.16 (GST exclusive) and \$39.78 (GST inclusive<sup>1</sup>) per Embarking Passenger and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on fixed wing passenger aircraft embarking or disembarking passengers through the Sydney Airport international terminal (described as Terminal 1), subject to a minimum charge per runway movement of \$60.00 (GST exclusive) and \$66.00 (GST inclusive).

**2. Passenger-based Runway Charge – Domestic Services**

A charge of \$5.30 (GST exclusive) and \$5.83 (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 \$60.00 (GST exclusive) and \$66.00 (GST inclusive).

**3. Runway Charge – Regional Services**

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)<sup>2</sup>,

**4. Runway Charge – where paragraphs 1, 2 or 3 do not apply**

For each fixed wing powered and un-powered aircraft not subject to passenger charges under 1, 2 or 3 above, a charge per runway movement (take-off or landing) of \$6.52 (GST exclusive) and \$7.17 (GST inclusive) per 1,000kg MTOW pro rata, subject to a minimum charge per movement of \$60.00 (GST exclusive) and \$66.00 (GST inclusive).

**5. Passenger-based ASM Charge – Domestic Services (Shared Airfield Security)**

A charge of \$0.13 (GST exclusive) and \$0.14 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on fixed wing passenger aircraft operating a Domestic Service.

---

<sup>1</sup> GST on invoices calculated in accordance with GST legislation.

<sup>2</sup> At SACL's discretion, a reduced minimum charge will be offered for regular public transport operations of regional airlines as follows (exclusive of GST):

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

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

For each fixed wing powered and un-powered aircraft subject to charges under 4 above, a charge per runway movement (take-off or landing) of \$0.24 (GST exclusive) and \$0.26 (GST inclusive) per 1,000kg MTOW pro rata.

**7. Aircraft Parking Charge**

- a) For each aircraft parked in a designated general aviation parking area, an aircraft weight related parking charge per calendar day or part thereof as follows:
  - (i) Aircraft with an MTOW up to 20,000 kg \$140.00 (GST exclusive) and \$154.00 (GST inclusive);
  - (ii) Aircraft with an MTOW between 20,001 and 40,000 kg \$190.00 (GST exclusive) and \$209.00 (GST inclusive); and
  - (iii) Aircraft with an MTOW more than 40,000 kg \$280.00 (GST exclusive) and \$308.00 (GST inclusive).
- b) For any international aircraft parked in a designated aviation parking area between 6am and 11pm (non curfew hours), a charge of:
  - (i) \$35.00 (GST exclusive) and \$38.50 (GST inclusive) per 15 minute period or part thereof for the first 180 minutes per turnaround; and
  - (ii) \$50.00 (GST exclusive) and \$55.00 (GST inclusive) per 15 minute period or part thereof beyond 180 minutes per turnaround.
- c) For any other aircraft parked in a designated aviation parking area between 6am and 11pm (non curfew hours), a charge of \$35.00 (GST exclusive) and \$38.50 (GST inclusive) per 15 minute period or part thereof.
- d) For any international 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 (GST exclusive) and \$38.50 (GST inclusive) per 15 minute period or part thereof for the first 180 minutes per turnaround; and
  - (ii) \$50.00 (GST exclusive) and \$55.00 (GST inclusive) per 15 minute period or part thereof beyond 180 minutes per turnaround.
- e) For any other 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 \$35.00 (GST exclusive) and \$38.50 (GST inclusive) per 15 minute period or part thereof.

In paragraphs (b) to (e), “designated aviation parking area” means an aircraft parking area owned or leased by SACL other than:

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

**8. Terminal 2 Passenger Use Charges<sup>3</sup>**

For airlines using the domestic common user passenger terminal facilities described as Terminal 2 (which are owned and operated by SACL):

- a) a charge per arriving and departing passenger on a Domestic Service of \$8.58 (GST exclusive) and \$9.44 (GST inclusive);
- b) a charge per arriving and departing passenger on a Regional Service of \$4.50 (GST exclusive) and \$4.95 (GST inclusive).

**9. Terminal 2 Domestic Passenger Security Charge**

A charge of \$1.49 (GST exclusive) and \$1.64 (GST inclusive) per Embarking and Disembarking Passenger (excluding Infants and Positioning Crew) on a Domestic Service utilising Terminal 2.

**10. Terminal 2 Regional Passenger Security Charge**

A charge of \$0.87 (GST exclusive) and \$0.96 (GST inclusive) per Embarking and Disembarking Passenger (excluding Infants and Positioning Crew) on a Regional Service utilising Terminal 2.

**11. Not used**

**12. 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 \$30.00 (GST exclusive) and \$33.00 (GST inclusive).

**13. T2 New Investment Charge**

For airlines using the domestic common user passenger terminal facilities described as Terminal 2 (which are owned and operated by SACL), a charge per arriving and departing passenger on a Domestic Service of \$0.40 (GST exclusive) and \$0.44 (GST inclusive).

---

<sup>3</sup> This charge includes a component for 45 minutes of parking on the aprons associated with Terminal 2 while an aircraft is processing passengers through that terminal. However, charges are still payable under item 7 for use of designated aircraft parking areas in all other circumstances.

**14. 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 \$1,000 (excluding GST) or \$1,100 (including GST) will apply.

**15. Terminal 2 Overnight Opening Fee**

Where an airline requests that Terminal 2 be kept open overnight, SACL will invoice that airline for the costs that SACL incurs in opening the terminal overnight (on a pass-through basis), subject to a minimum charge of \$500 (GST exclusive) or \$550 (GST inclusive) per night.

SACL will not consent to the opening of Terminal 2 overnight unless the airline provides at least 2 airline staff to assist for the duration of the overnight opening.

**16. Ground Power and Preconditioned Air**

For Ground Power energy, per 15 minutes of use:

- a) For 4F\* aircraft: \$14.75 (GST exclusive) and \$16.23 (GST inclusive);
- b) For 4E aircraft: \$14.75 (GST exclusive) and \$16.23 (GST inclusive);
- c) For 4D aircraft: \$7.37 (GST exclusive) and \$8.11 (GST inclusive); and
- d) For 4C aircraft: \$7.37 (GST exclusive) and \$8.11 (GST inclusive).

For Preconditioned Air energy, per 15 minutes of use:

- e) For 4F\* aircraft: \$13.11 (GST exclusive) and \$14.42 (GST inclusive);
- f) For 4E aircraft: \$13.11 (GST exclusive) and \$14.42 (GST inclusive);
- g) For 4D aircraft: \$11.82 (GST exclusive) and \$13.00 (GST inclusive); and
- h) For 4C aircraft: \$7.87 (GST exclusive) and \$8.66 (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.

**17. Information Requirements**

If you are subject to passenger-based charges under this Schedule 5, you must provide the following information under Clause 3.2 and/or 3.3 of the Sydney Airport Conditions of Use:



- 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;
- 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; and
- the actual aircraft seat capacity for each RPT.

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

**18. 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 and agree to pay a combination of the charges in this Schedule 5 that we consider to be reasonable.

**SCHEDULE 6**

(clause 11.2)

**Procedure for moving/removing Aircraft by SACL**

In the event that we are required to move/remove an aircraft as a result of a failure by you to comply with an order issued to you under these conditions of use:

1. we will, where applicable, follow the procedures for the recovery of disabled aircraft set out in our *Airport Operations Manual*.
2. in other cases, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
  - (a) that we intend to move/remove the aircraft;
  - (b) of the proposed location to which the aircraft is to be relocated;
  - (c) of the means by which we intend to move/remove the aircraft; and
  - (d) of any conditions which may apply to your recovery of the aircraft.
3. in the event that the notice referred to in clause 2 is not practicable we will notify you, as soon as possible that:
  - (a) we have moved/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.

## **SCHEDULE 7**

### **Relevant Industry Bodies**

Industry bodies referred to in this document include:

- Aircraft Owners & Pilots Association of Australia
- Australian Air Transport Association
- Australian Business Aircraft Association Inc
- Board of Airline Representatives of Australia Inc
- Helicopter Association of Australia
- International Air Transport Association
- Overnight Air Freight Operators Association
- Regional Airlines Association of Australia Limited
- Royal Federation of Aero Clubs of Australia

and any other organisation that we agree, in writing, is to be considered an industry body for the purposes of this document.

## **SCHEDULE 8**

(clause 7.2)

### **Discounts for New Off-Peak Services**

Note: SACL recognises that the introduction of new services requires significant investment by airline customers. SACL may consider assisting customers introducing new services by offering discounts, particularly during off-peak periods.

Prior written requests for discounts set out in these Conditions of Use should be made to the [Chief Financial Officer/Chief Executive] at the address in Schedule 4.

#### **1. New International, Domestic or Regional Services**

The Operators of International, domestic or regional RPT services at the Airport may apply to the [Chief Financial Officer/Chief Executive] for discounts for the operation of new services to new destinations or for increased frequencies to existing destinations:

As a guide:

##### **(a) New destinations**

A service to a destination not served by that operator from Sydney Airport over the previous three years may, if agreed by SACL, be granted an introductory discount of up to 50% of the Aeronautical Charges referred to in paragraphs 1, 2 and 5 of Schedule 5, or any other charge that may be agreed, during the first 12 months of service; and

##### **(b) Increase frequency**

A service that increases the frequency of service to any destination by an operator to a level greater than at any time over the previous three years, may, if agreed by SACL, be granted a discount of up to 30% of the Aeronautical Charges referred to in paragraphs 1, 2 and 5 of Schedule 5, or any other charge that may be agreed, during the first 12 months on those additional services.

#### **2. Positioning, Training and Demonstration flights**

SACL will consider discounts for positioning, training and demonstration flights during off-peak periods on a case-by-case basis.

#### **3. Rescheduling existing peak period services**

SACL will consider discounts for services being relocated from a peak period to an off-peak period on a case-by-case basis. Discounts will not be granted

for schedule changes resulting from daylight savings time changes either in Australia or an international origin or destination.

In determining whether a discount should be applied in any of the above circumstances, and the level of the discount, SACL will have regard to the net impact on overall Sydney Airport services and off-peak period services by an airline, its parent and/or subsidiaries and, where relevant, its commercial and alliance partners. Code-share arrangements, the extension of existing services and the redirection of existing services will not qualify for discounts unless a clear net gain in Sydney Airport services can be demonstrated.

This Schedule is not intended to confer any right to a discount or to limit the circumstances in which SACL may grant a discount to you or other airlines (including the amount or duration of such discounts). Rather it sets out the circumstances in which consideration will be given to granting a discretionary discount and the indicative amounts of potential discounts. SACL's decision as to whether to grant a discount in any particular case is final.

Discounts will be paid as a rebate at the end of each scheduling season, unless otherwise agreed.

## **SCHEDULE 9**

### **Facilities and Services**

#### **Aircraft movement facilities and services**

- Airside grounds, runways, taxiways and aprons
- Airfield lighting, airside roads, airside lighting
- Airside safety
- Nose-in guidance
- Aircraft parking
- Visual navigation aids
- Ground power and preconditioned air

#### **Passenger processing facilities and services**

- Common User Terminal Equipment (CUTE)
- Forward airline support areas services
- Aerobridges, airside buses
- Departure lounges and holding lounges (but excluding commercially important persons' lounges)
- Immigration and customs service areas
- Public address systems, closed circuit surveillance systems and security systems
- Baggage make-up, baggage handling and baggage reclaim
- Public areas in terminals, public amenities, public lifts, escalators and moving walkways
- Flight information display systems
- Landside roads, landside lighting and covered walkways

**SCHEDULE 10****Schedule of Amendments**

<b>Version</b>	<b>Effective Date</b>	<b>Nature of Amendment</b>
Version 2	1 November 2001	
Version 2.1	12 January 2002	Schedule 5 (Additional Security Measures)
Version 2.2	1 July 2002	Schedule 5 (Necessary New Investment recovery and freighter curfew hour apron charge)
Version 2.3	1 January 2003	Schedule 5 (Necessary New Investment recovery)
Version 2.4	1 April 2003	Schedule 5 (Security insurance recovery)
Version 2.5	1 July 2003	Schedule 5 (Domestic PSC; NNI recovery; changed security recovery rates; specific regional MTOW runway charge; deletion of Domestic Express Terminal charge)
Version 2.6	1 October 2003	Schedule 5 (International PSC and domestic passenger-based CTFR and ASM charges).
Version 2.7	1 September 2004	Schedule 5 (International PSC NNI recovery and security components; domestic security charges; T2 Pax Screening; MTOW NNI recovery) Schedule 2 (format)
Version 2.8	1 February 2005	Schedule 5 (Int PSC NNI recovery and 100% CBS; T2 Pax Screening for 100% CBS; Domestic PSC NNI; MTOW NNI)
Version 2.9	1 July 2005	Schedule 4 (update) Schedule 5 (Int PSC, Dom PSC, MTOW runway, Terminal 2 pax and checked bag screening charge: security outcomes FY05 and forecast FY06 costs; NNI recovery)
Version 2.10	1 January 2006	Schedule 5 (NNI recovery (Dom PSC and MTOW runway), Dom, Int and T2 security, Helicopter parking (clarification); inserted definition of 'Domestic Service'; created separate definition of T2 Regional security charge)
Version 2.11	1 July 2006	Schedule 5 (Security/Security related new investment (Int PSC), NNI recovery (Int PSC, Dom PSC MTOW))
Version 2.12	1 October 2006	Schedule 5 (Security/Security related new investment (Int PSC), NNI recovery (Int PSC, Dom PSC MTOW), security charges (domestic and T2))
Version 2.13	1 January 2007	Schedule 5: International PSC (NNI, security); Domestic PSC (NNI); Domestic security (ASM); MTOW (NNI); T2 security (domestic users).
Version 2.14	1 July 2007	Schedule 5: International PSC (NNI, security); Domestic PSC (NNI); Domestic security

		(ASM); MTOW (NNI); T2 security (domestic users); T2 New Investment Charge
Version 2.15	1 January 2008	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); T2 PFC (CPI); T2 NIC (NNI and ADC).
Version 2.16	1 July 2008	Schedule 5: International PSC (NNI and security; charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Domestic ASM; Terminal 2 Domestic Passenger Security; Bussing discount (for airlines that have accepted / not accepted the International Offer); Apron Parking (bays 2 & 3); T2 Overnight Opening Charge (new); Data administration charge (new).
Version 2.17	1 January 2009	Schedule 5: International PSC (NNI and security; charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Domestic ASM; Terminal 2 Domestic Passenger Security.
Version 2.18	1 January 2009	Ground power and preconditioned air (including Schedule 5); legislative references; bank guarantee requirements; information use and confidentiality; OH&S.
Version 2.19	1 July 2009	Schedule 5: International PSC (NNI and security; charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); CUTE Charge.
Version 2.20	1 January 2010	2.1(e) Copies of Certificates of Insurance required upon request; Schedule 5: International PSC (NNI and security; charges for airlines that have accepted / not accepted the International Offer); Passenger and Airfield Security.
Version 2.21	1 July 2010	7.7 limits disputed invoices to 12 months; Schedule 5 clarify which charges apply and additional information required, Domestic-On-Carriage passengers and aircraft seat capacity (new). Schedule 5: International PSC (changes for NNI for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); GA designated apron parking charge; helicopter movement charge; GP & PCA changes to rates.
Version 2.22	1 January 2011	Schedule 5: International PSC (NNI and security; charges for airlines that have accepted / not accepted the International Offer); Passenger and Airfield Security.
Version 2.23	1 July 2011	Schedule 5: International PSC (NNI charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI);



		MTOW (NNI), GP & PCA changes to rates.
Version 2.24	1 January 2012	Schedule 5: International PSC (NNI and security; charges for airlines that have accepted / not accepted the International Offer); Passenger and Airfield Security. Domestic PSC (NNI); MTOW (NNI); Terminal 2 Domestic Passenger Security.
Version 2.25	1 July 2012	Schedule 4: Address for service of notices. Schedule 5: International PSC (NNI charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Designated GA parking area charge, GP & PCA changes to rates.
Version 2.26	1 January 2013	Schedule 5: International PSC (NNI and security, charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; Terminal 2 Domestic Passenger Security; Terminal 2 Passenger Use Charge (5 year CPI roll up).
Version 2.27	1 July 2013	Schedule 5: International PSC (NNI, charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Designated GA parking area charge, GP & PCA changes to rates.
Version 2.28	1 January 2014	Schedule 5: International PSC (NNI and security, charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; Terminal 2 Domestic Passenger Security.
Version 2.29	1 July 2014	Schedule 5: International PSC (NNI, charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; Designated GA parking area charge; GP & PCA changes to rates.
Version 2.30	1 January 2015	Schedule 5: International PSC (NNI and security, charges for airlines that have accepted / not accepted the International Offer); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; MTOW-based ASM; Terminal 2 Domestic Passenger Security.
Version 2.31	1 July 2015	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); Bussing/stand-off position discount; Designated Apron parking area charge; Designated GA parking area charge.
Version 2.32	1 January 2016	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; MTOW-based ASM; Terminal 2 Domestic Passenger Security.
Version 2.33	1 July 2016	Schedule 5: International PSC (NNI); Domestic

		PSC (NNI); MTOW (NNI).
Version 2.34	1 January 2017	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; MTOW-based ASM; Terminal 2 Domestic Passenger Security.
Version 2.35	1 July 2017	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI).
Version 2.36	1 January 2018	Schedule 5; International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; MTOW-based ASM; Terminal 2 Domestic Passenger Security.
Version 2.37	1 July 2018	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI).
Version 2.38	1 January 2019	Schedule 5; International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; MTOW-based ASM; Terminal 2 Domestic Passenger Security.
Version 2.39	1 July 2019	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI).
Version 2.40	1 January 2020	Schedule 5: International PSC (NNI); Domestic PSC (NNI); MTOW (NNI); Passenger-based ASM; MTOW-based ASM; Terminal 2 Domestic Passenger Security.

---

**Execution page**

---

**EXECUTED** as an agreement

**SIGNED** for and on behalf of **SYDNEY** )  
**AIRPORT CORPORATION LIMITED** by its )  
authorised representative in the presence of: )  
 )  
 ) .....  
 ) Signature of authorised representative  
 )  
 )  
..... )  
Signature of witness ) Name of authorised representative  
 )  
 )  
..... )  
Name of witness (BLOCK LETTERS) ) Date

**SIGNED** for and on behalf of ..... )  
 )  
 )  
..... )  
 ) Signature of authorised representative  
by its authorised representative in the )  
presence of: )  
 )  
 ) .....  
 ) Name of authorised representative  
 )  
 )  
 ) .....  
..... )  
Signature of witness ) Date  
 )  
 )  
..... )  
Name of witness (BLOCK LETTERS) )