



**SYDNEY AIRPORT
CONDITIONS OF USE (COU)**

Version 4.1

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Table of Contents

1	These conditions	1
2	Information we require before you use our <i>facilities and services</i>.....	1
3	Provision of information in relation to charges	4
4	Information generally	6
5	Using our <i>facilities and services</i>.....	7
6	Common User Agreement	10
7	Charges	11
8	Varying charges.....	13
9	If you do not pay on time	13
10	If you do not comply with these conditions	14
11	Moving aircraft.....	14
12	Airport closed or services unavailable	15
13	Services we do not provide	15
14	Release and indemnity.....	15
15	Exclusion of warranties and conditions	16
16	Dispute resolution by mediation	17
17	Confidentiality.....	18
18	Entire agreement	19
19	Governing law.....	19
20	No assignment.....	19
21	Airports Act and Regulations	19
22	Meaning of words	19

CONDITIONS OF USE

SYDNEY (KINGSFORD SMITH) AIRPORT

1 These conditions

- 1.1 These are the conditions under which 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*, 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, or by notification 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) evidence that you have a security program that meets the requirements of our security arrangements and any relevant requirements under the

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.

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 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;
- (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 Provision of a bank guarantee

- (a) We may, by written notice to you issued at any time, require you to provide a bank guarantee in the form required under this clause 2.2 (**Bank Guarantee**).
- (b) The Bank Guarantee must satisfy the following requirements:
 - (i) it must be unconditional;
 - (ii) the amount of the Bank Guarantee will be as determined from time to time in accordance with clause (c); and
 - (iii) the form of the Bank Guarantee must otherwise be acceptable to us.
- (c) The amount of the Bank Guarantee will generally be the amount determined by us (acting reasonably) relating to the 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. If we consider that the Guaranteed Sum has increased at any time, we may notify you of the revised amount and you must provide either an additional bank guarantee or a replacement bank guarantee (so that the total of the Bank Guarantees we hold from you equals the Guaranteed Sum) in accordance with clause (d).

- (d) If we require you to provide a Bank Guarantee under this clause 2.2, then it will be a condition of use of the *facilities and services* that you provide the Bank Guarantee:
 - (i) within 30 days of the date of the notice under clause (a) if as at the date of the notice you are an existing user of our *facilities and services*; and
 - (ii) before the date on which you next use our *facilities and services* if as at the date of the notice under clause 2.2(a), you are not a user of our *facilities and services*.
- (e) We may make demand on your Bank Guarantee(s) for all or part of the Guaranteed Sum without prior notice to you if you breach these conditions or if you breach the conditions of any separate agreement that exists between you and us.
- (f) To the extent you have provided us with any bank guarantee(s) under a separate agreement (**Other Bank Guarantee**), you agree that we may make demand on the Other Bank Guarantee(s) for all or part of the guaranteed sum (**Other Guaranteed Sum**) without prior notice to you if you breach these conditions or if you breach the conditions of any separate agreement between you and us, regardless of whether the Other Bank Guarantee was provided pursuant to the agreement that has been breached.
- (g) You irrevocably agree that the issuer of the Bank Guarantee or Other Bank Guarantee 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 Bank Guarantee, Other Bank Guarantee or payment under any of them does not limit our rights or waive any breach of these conditions by you.
- (h) If at any time we call on your Bank Guarantee or Other Bank Guarantee, you must immediately provide a replacement Bank Guarantee or replacement Other Bank Guarantee, as applicable, so that the total of all Bank Guarantees we hold from you equals the Guaranteed Sum and the total of all Other Bank Guarantees we hold equals the Other Bank Guarantee Sum.
- (i) If any Bank Guarantee provided by you under this clause 2.2 or any Other Bank Guarantee provided by you contains an expiry date, then you must provide us with a replacement Bank Guarantee or replacement Other Bank Guarantee, 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 Bank Guarantee or Other Bank Guarantee, applicable to you.

- (j) Despite anything in this clause 2.2, we may, at our discretion, allow you to use our *facilities and services* in circumstances where you have failed to provide us with a Bank Guarantee, including on the basis that you pay your charges either before your aircraft leaves the Airport or weekly, fortnightly, or monthly in advance.
 - (k) We will return your Bank Guarantee(s) 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.
- 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 or within some other time period (as reasonably requested by 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;
 - (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 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 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 used 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) 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.

3.6 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 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, '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,

if you have overpaid or underpaid, 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 which we may disclose into the public domain; 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 Information is to be provided to us electronically, unless otherwise agreed with us.
- 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.
- 4.7 We may by written request, ask you to 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. If we make a request under this clause 4.7 you must respond as soon as is reasonably practicable.

5 Using our *facilities and services*

- 5.1 When using our *facilities and services* at the Airport you must comply with all *legislation*;
- (a) 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. Where appropriate, we will use reasonable endeavours to consult with you and provide written notice before we make any 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 the Aircraft Bay & Gate Allocation Procedures);
 - (vi) Apron Procedures;
 - (vii) Aircraft Engine Operating Procedures (including Ground Running Rules);
 - (viii) Handling of Disabled Aircraft Post Landing;
 - (ix) Drug and Alcohol Management Plan;
 - (x) Security Awareness Guide,
 - (i) Airport Emergency Plan;

- (ii) Terminal Operations Manual;
 - (iii) Type A – Approach and Take-off Chart;
 - (b) these conditions;
 - (c) 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;
 - (d) local flying restrictions; and
 - (e) 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 and Communications.
- 5.2 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;
 - (e) providing catering services including loading and unloading in respect of your aircraft; and
 - (f) the sole retail activities of the sale of tickets for carriage of passengers on the users Aircraft, the charging for excess baggage for checked in baggage, arranging flight changes, and provision of in-flight entertainment services.
- 5.3 You must not use the *facilities and services* for:
- (a) weighing luggage and charging passengers for excess baggage at a departure gate at the Airport;
 - (b) undertaking any other retail activities other than those expressly permitted by these conditions or as otherwise approved in writing by the Airport (in its absolute discretion); or
 - (c) 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.
- 5.4 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*).

5.5 You accept 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; and
- (c) we may allocate or change the terminal from which you are permitted to operate.

5.6 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.

5.7 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.

- 5.8 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.
- 5.9 You agree to take all necessary steps to comply with your obligations under the WHS Legislation. 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).
- 5.10 You will use reasonable endeavours to support our objective to enhance the safety of the airside operating environment.
- 5.11 If you undertake any AOL Covered 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 Covered 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 Covered 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.

6 Common User Agreement

- 6.1 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 with us. 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.

7 Charges

- 7.1 You must pay us charges for using our facilities and services at the Airport.
- 7.2 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, subject to clauses 7.7 and 7.8.
- 7.5 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, in accordance with clause 7.7 and 7.9, unless we agree other arrangements in writing.
- 7.7 We may at our discretion 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*. You agree to pay all charges that are not based on passenger numbers in full in accordance with Schedule 5, and charges that are based on passenger numbers in accordance with clause 7.9 if you are required by us to pay charges upfront or in advance. If we 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*.
- 7.8 Any variation to the payment requirements under clause 7.7 will be communicated to you in writing (by email or by letter), will be effective immediately, 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.
- 7.9 If:
- (a) for any reason, we require that you pay charges before your aircraft leaves the Airport or in advance of your use of our *facilities and services*; 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 3.2 and 3.3;
- (e) we will undertake a reconciliation of the Interim Charges as against the actual charges calculated in accordance with clause 3 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 3.2 and 3.3 as at the date we undertake the reconciliation referred to in clause 7.9(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 7.9(e), including where you provide us with revised information or where we have undertaken the reconciliation subject to clause 7.9(f) and you have subsequently provided us with information sufficient to calculate the Actual Charges.

7.10 If:

- (a) the notice issued pursuant to clause 7.9(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 7.9(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.

7.11 Nothing in clause 7.10 requires us to undertake the reconciliation if you have not provided us with the information required under clause 3.2 and 3.3.

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

7.13 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*.

7.14 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 21 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 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 8.1.
- 8.3 We may consult and give you notice by letter or email, or by notification via the Sydney Airport website, <https://www.sydneyairport.com.au>.

9 If you do not pay on time

- 9.1 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.
- 9.2 Interest is calculated daily at the *interest rate* and compounds monthly.
- 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 Despite any dispute, you must pay all invoiced amounts within the time required by the invoice.
- 9.5 If you do not:
- (a) provide any Bank Guarantee when required under clause 2.2; or
 - (b) pay us any amount you owe us within 21 days after it is due for payment, including:
 - (i) aeronautical charges in accordance with schedule 5; and
 - (ii) check-in counter charges,

then we may:

- (c) refuse to allow any or all of your aircraft to use our *facilities and services* at the Airport;
- (d) use reasonable means to detain any of your aircraft located on the Airport by virtue of these conditions until you have paid all amounts owing to us (including all charges and all interest); and/or
- (e) present any Bank Guarantee or Other Bank Guarantee and apply any amounts obtained in payment of any amounts outstanding (including any interest).

9.6 In relation to any detention of your aircraft pursuant to clause 9.5(d), 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 are paid;
- (c) the detention does not amount to a conversion of any title to the aircraft; and
- (d) 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 is paid.

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 either comply with requirements or you must cease using our *facilities and services* (at our discretion), effective 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*) 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.

11.2 If you do not comply with our direction 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 direction.

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 commercial or 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 5.5 and 14.2.
- 12.3 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.

13 Services we do not provide

We do not provide:

- (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) quarantine waste disposal; or
- (i) 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: 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;
- (c) claims for personal injury, death, loss or damage to property caused or contributed to by you; and

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 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.

- 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 Nothing in clauses 16.1 to 16.4 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.
- 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 SYD, 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 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.
- 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 SYD 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 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.

19 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.

20 No assignment

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

- (a) assign, sublicence, 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.

21 Airports Act and Regulations

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 16.

22 Meaning of words

22.1 **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.

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 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 Covered Services.

Airport Operating Licence (AOL) means a licence between us and a licensee enabling the licensee to undertake *AOL Covered 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 Covered 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.

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 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.

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

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*.

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

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.

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.

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.

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

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.

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.

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.

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.

- 22.2 The singular includes the plural and the plural includes the singular.
- 22.3 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.
- 22.4 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: _____

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: _____

Sydney Airport Conditions of Use

Version 4.1 – July 2023

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.

Sydney Airport Conditions of Use

Version 4.1 – July 2023

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:

- (a) 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));
- (b) 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));
- (c) 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(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 Commercial Officer
Sydney Airport Corporation Limited
The Nigel Love Building
10 Arrivals Court
Sydney International Airport NSW 2020
AUSTRALIA

or

Chief Commercial Officer
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 7.2)

Aeronautical charges to apply to all new and existing operators from 1 May 2023

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 Item 12.

<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 7• Item 9• Item 11 (where applicable)
Domestic Services at a Domestic Terminal	<ul style="list-style-type: none">• Item 2• Item 4• Item 5• Item 6• Item 7• Item 9• Item 10
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 7 (where applicable)
Helicopter operations	<ul style="list-style-type: none">• Item 6• Item 8

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.

1. Passenger Charges – International Services

(a) International Terminal Charge

A terminal charge of \$27.94 (GST exclusive) and \$30.74 (GST inclusive²) per Embarking Passenger and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on International Services.

(b) International Runway Charge

A runway charge of \$14.10 (GST exclusive) and \$15.51 (GST inclusive³) per Embarking Passenger and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on International Services, subject to a minimum charge per runway movement of \$60.00 (GST exclusive) and \$66.00 (GST inclusive).

(c) International Terminal Security Charge

A charge of \$4.21 (GST exclusive) and \$4.63 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on International Services.

(d) International Airfield Security Charge

A charge of \$0.29 (GST exclusive) and \$0.32 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on International Services.

(e) International CUTE Charge

A charge of \$0.13 (GST exclusive) and \$0.14 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, Infants and Positioning Crew) on fixed wing passenger aircraft when embarking or disembarking through an International Terminal.

(f) Transfer Passenger and Transit Passenger Charges

² GST on invoices calculated in accordance with GST legislation.

³ GST on invoices calculated in accordance with GST legislation.

All Transfer Passengers and Transit Passengers on International Services will be levied 50% of each of the charges in 1(a) through to 1(e).

2. Passenger Charges – Domestic Services

(a) Domestic Terminal Charge⁴

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 \$8.58 (GST exclusive) and \$9.44 (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 \$0.40 (GST exclusive) and \$0.44 (GST inclusive).

(c) Passenger-based Runway Charge

A charge of \$5.65 (GST exclusive) and \$6.22 (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).

(d) Domestic Security Charge

A charge of \$3.37 (GST exclusive) and \$3.71 (GST inclusive) per Embarking Passenger and Disembarking Passenger (excluding Infants and Positioning Crew) on a Domestic Service utilising a Domestic Terminal.

(e) Domestic Airfield Security Charge

A charge of \$0.26 (GST exclusive) and \$0.29 (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

⁴ 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.

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).⁵

(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 \$9.67 (GST exclusive) and \$10.64 (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).

(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 movement (take-off or landing) of \$6.91 (GST exclusive) and \$7.60 (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. 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 \$0.27 (GST exclusive) and \$0.30 (GST inclusive) per 1,000kg MTOW pro rata.

6. Aircraft Parking Charge

⁵ 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.

- (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 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 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.

Note that 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 (b) to (e), “designated aviation parking area” means an aircraft parking area owned or leased by SYD 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 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.

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 \$30.00 (GST exclusive) and \$33.00 (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 \$1,000 (excluding GST) or \$1,100 (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 \$500 (GST exclusive) or \$550 (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

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:

- (a) For 4F* aircraft: \$13.11 (GST exclusive) and \$14.42 (GST inclusive);
- (b) For 4E aircraft: \$13.11 (GST exclusive) and \$14.42 (GST inclusive);
- (c) For 4D aircraft: \$11.82 (GST exclusive) and \$13.00 (GST inclusive); and
- (d) 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.

11. 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;
- the actual aircraft seat capacity for each RPT; and
- the actual freight tonnage carried on the passenger aircraft or on the dedicated freighter aircraft.

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

12. 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. You agree that Sydney Airport can at its discretion 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

(clause 11.2)

Procedure for moving/removing Aircraft by SYD

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 of this Schedule 6 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

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
- 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)

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))