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Part A: Background – Agreements and Acknowledgments

The parties make the following binding agreements and acknowledgments:

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| <p>A1 This agreement incorporates standard provisions as well as any special conditions agreed between the parties.</p> <p>A2 SACL are providing access to <i>the Facilities & Services</i> and also certain services as set out in this agreement. The Operator will need to provide its own <i>Personnel</i> and other facilities and services in order to conduct certain airline operations through the <i>Terminal</i> using <i>the Facilities & Services</i>.</p> <p>A3 Because the <i>Facilities & Services</i> are available for use by other airlines the Operator will need to cooperate reasonably with SACL and with other users to optimise the efficiency of the <i>Facilities & Services</i>.</p> <p>A4 This agreement does not contain all arrangements relating to the use of the <i>Airport</i>. The Operator agrees to comply with other relevant arrangements or requirements relating to the use of the <i>Airport</i> as may be made, issued or amended from time to time, including the following:</p> <p>(a) the <i>Conditions of Use</i>;</p> <p>(b) the restriction of operations under the <i>Sydney Airport Curfew Act 1995</i>, the allocation of slots under the <i>Sydney Airport Demand Management Act 1997</i>, the <i>Act</i> and also regulations made under those acts;</p> | <p>(c) the Ground Handling Conditions of Use which will apply to ground handling services provided by either the Operator or its <i>Personnel</i> (specifically any ground handler) at the <i>Airport</i>; and</p> <p>(d) <i>Counter Allocation Procedures</i> and any other document relating to <i>Airport</i> operations as notified by SACL to the Operator during the <i>Term</i>.</p> <p>A6 The Operator acknowledges that, apart from the <i>Counter Positions</i>, the Operator may not use any part of the <i>Terminal</i> for checking in passengers without SACL's prior written consent, which may be given subject to such reasonable conditions as SACL considers necessary. Such consent will not be unreasonably withheld, subject to SACL's reasonable opinion that the safety, security or operational integrity of the <i>Terminal</i> will not be compromised.</p> |
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Part B: Check-in, Service and Other Counter Conditions

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| <p>B1 Counter positions – equipment and services</p> <p>B1.1 Each check-in <i>Counter Position</i> is equipped by SACL with the facilities and services listed in Part A of Attachment B.</p> <p>B1.2 Each service <i>Counter Position</i> is equipped by SACL with the facilities and services listed in Part B of Attachment B.</p> <p>B1.3 The Operator acknowledges that it has obligations in relation to each item of the <i>Facilities & Services</i> as set out in Attachment B and that it will comply with those obligations and any other reasonable and lawful directions SACL</p> | <p>gives the Operator from time to time in relation to the use of those facilities and services.</p> <p>B2 Common User Terminal Equipment</p> <p>B2.1 Each <i>Counter Position</i> is designed to accommodate the <i>CUTE</i> which is currently provided by <i>SITA</i>.</p> <p>B2.2 SACL agrees to make available common cabling infrastructure in its agreement with <i>SITA</i> which is intended to enable the Operator and other airlines to communicate with its and their host reservation and departure control system.</p> |
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B2.3	The common cabling infrastructure will be maintained by SACL. The Operator acknowledges that SACL has no responsibility for the supply or maintenance of the <i>CUTE</i> currently provided by <i>SITA</i> .		and procedures set out in SACL's <i>Counter Allocation Procedures</i> . The Operator agrees to provide SACL with all reasonable assistance in determining the <i>Counter Positions</i> each <i>Season</i> in order to achieve the optimum efficiency for all users of the <i>Counter Positions</i> .
B2.4	The Operator, either alone or in conjunction with another airline using the <i>Terminal</i> , must provide at its own cost a server unit for the Local Area Network (LAN). The Operator is responsible for maintaining that server unit.	B3.2	SACL reserves its right to withdraw any allocation of a <i>Counter Position</i> if not consistently in use during a <i>Season</i> to ensure the efficient movement of passengers and baggage of other airline users. SACL will use reasonable endeavours to ensure that if the Operator's' counters are withdrawn that the Operator retains enough <i>Counter Positions</i> to meet its requirements.
B2.5	The Operator must satisfy itself that all of its computer equipment is compatible with SACL's LAN infrastructure, the <i>Facilities & Services</i> and any other relevant facilities and services SACL provides to the Operator under this agreement.	B3.3	If at any time the Operator requires <i>Counter Positions</i> in excess of its <i>Seasonal</i> allocation then the Operator must notify SACL's Terminal Operations Centre with details of:
B2.6	The Operator must not connect any of its electronic devices to SACL's LAN infrastructure unless the Operator checks with both SACL's Information Technology & Telecommunications Department and SACL's Terminal Operations Department first (details for which are set out in clause F6.4) and SACL advises that the device is compatible, can be connected and otherwise meets SACL's approval.	(a)	the number of counters the Operator requires; and
B2.7	The Operator must not use other technology (such as wireless technology) to connect to any common user device unless the Operator first obtains the approval of both SACL's Information Technology & Telecommunications Department and SACL's Terminal Operations Department, which approval may be given (subject to such reasonable conditions as it considers necessary) or withheld, at SACL's discretion. Such consent will not be unreasonably withheld, subject to SACL's reasonable opinion that the safety, security or operational integrity of the <i>Terminal</i> or SACL's wireless technology will not be compromised.	(b)	the periods for which the Operator requires those counters, and SACL will assess the request in accordance with the <i>Counter Allocation Procedures</i> .
B2.8	If <i>SITA</i> ceases to be the provider of <i>CUTE</i> , then the Operator will notify SACL of that event within 7 days.	B3.4	In return for paying the charges set out in this agreement, the Operator may occupy the <i>Counter Positions</i> allocated to it in accordance with this agreement.
B3	Allocation of Counter Positions	B4	Access to counters
B3.1	SACL will use all reasonable endeavours to allocate to the Operator each <i>Season</i> its requested number of <i>Counter Positions</i> and at appropriate times, in accordance with the criteria	B4.1	Unless SACL agrees otherwise, the Operator must use the <i>DHU</i> provided by SACL to log on and to log off for <i>Counter Positions</i> and to access <i>FIDS</i> . Access is password controlled and the Operator is responsible to ensure that passwords are kept secure.
		B4.2	Unless the <i>DHU</i> is not working, SACL will charge the Operator the counter access fee set out in Attachment A each time the Operator requests SACL to either open or close a <i>Counter Position</i> .
		B5	Use of Counter Positions
		B5.1	Subject to clause B4, the Operator must:

<p>(a) log on through the <i>DHU</i> as soon as the Operator occupies a <i>Counter Position</i> (whether for the purposes of preparation, or actual use); and</p>	<p>reasonable satisfaction and SACL incurs costs additional to its usual costs of cleaning the <i>Facilities & Services</i>, the Operator agrees to reimburse SACL for those additional costs.</p>
<p>(b) log off once the Operator finishes using the <i>Counter Position</i>.</p>	<p>B5.8 The Operator must take all reasonable precautions when using each <i>Counter Position</i> to prevent unauthorised entry into the check-in counter area and the <i>BHS</i>. When leaving a <i>Counter Position</i>, whether temporarily or at the end of its period of use, the Operator must leave each <i>Counter Position</i> in a secure condition as required by clause B5.9.</p>
<p>B5.2 The Operator acknowledges that if it uses a <i>Counter Position</i> without SACL's approval, SACL may ask the Operator to vacate that <i>Counter Position</i>, and the Operator must do so immediately.</p>	<p>B5.9 The Operator's last <i>Personnel</i> at a <i>Counter Position</i> must ensure that:</p>
<p>B5.3 The Operator must leave each <i>Counter Position</i> and the area surrounding it in a tidy condition at the end of each period of its use.</p>	<p>(a) the <i>BHS</i> is switched off via the key system (in the case of a check-in <i>Counter Position</i> only);</p>
<p>B5.4 Unless the Operator is the scheduled occupant for the very next period of access, the Operator must remove its own equipment and stationery from the <i>Counter Position</i> and any area in any counter island at the end of a period of use.</p>	<p>(b) all its positions are logged off (using the <i>DHU</i>);</p> <p>(c) the security barriers over the weigh scale and between the <i>Counter Positions</i> are closed; and</p>
<p>B5.5 Subject to clause B5.4, if:</p>	<p>(d) the baggage roller shutter at the beginning of the shift is closed.</p>
<p>(a) the Operator leaves equipment or stationery in place at the end of a period of use; and</p>	<p>B5.10 The Operator may only use the <i>Counter Positions</i> to check-in passengers on flights operated by:</p>
<p>(b) SACL has asked the Operator to remove that equipment or stationery and the Operator fails to do so within a period SACL considers, in all the circumstances, to be reasonable,</p>	<p>(a) the Operator;</p> <p>(b) the Operator's codeshare partner, where that codeshare partner does not operate the aircraft whose passengers are being checked-in for that flight;</p>
<p>then:</p>	<p>(c) subject to SACL's prior written consent, another airline with whom the Operator has an air or other agreement to operate that flight, where that other airline does not operate the aircraft whose passengers are being checked-in for that flight; or</p>
<p>(c) SACL may remove and, at SACL's discretion, destroy it; and</p>	<p>(d) any other airline with SACL's prior written consent, which will not be unreasonably withheld.</p>
<p>(d) the Operator acknowledges that SACL is not responsible for any loss or damage to that equipment or stationery.</p>	<p>The Operator must not use the <i>Counter Positions</i> for any other purpose without SACL's prior written consent, which may be given (subject to such reasonable conditions as it considers necessary) or withheld, at</p>
<p>B5.6 Rubbish (including bag tags, used bag tags and bag tag backing paper) must be put into the bins provided and must not be dropped or left on or near conveyor belts.</p>	
<p>B5.7 If the Operator does not comply with these requirements to SACL's</p>	

SACL's discretion. To avoid any doubt, this clause B5.10 applies to the checking-in of passengers on a group basis as well, but does not prohibit SACL from consenting to ad hoc or temporary arrangements where the *Counter Positions* may be used to check-in other airlines' passengers.

B6 Charges

B6.1 The Operator must pay the charges for its use of each *Counter Position* and any other facilities and services set out in this agreement.

B6.2 SACL will calculate the fee for each *Counter Position* based on:

- (a) the *Counter Fee*;
- (b) a per minute basis; and
- (c) the total time:
 - (i) the counter has been allocated to the Operator (pursuant to the *Counter Allocation Procedures*); plus
 - (ii) any intervals in excess of this allocated time where the Operator occupies or logs on before the start of an allocated period until the Operator logs off after its end; plus
 - (iii) any other excess counters that the Operator uses.

B6.3 For the purposes of calculating the intervals in excess of the Operator's allocated time under clause B6.2(c)(ii) and (iii), the following rules apply:

- (a) if the Operator makes a request to SACL for the use of additional counters, or counters in excess of the allocated time, the Operator will be charged, and the Operator must pay SACL for, that excess usage; and
- (b) subject to paragraph (c), if the Operator does not make a request to SACL for the use of excess counters or counters in excess of the allocated period, but:
 - (i) the Operator uses them anyway; and
 - (ii) SACL ascertains that the Operator is doing so without its consent,

then the Operator may be charged, and the Operator must pay SACL for, that usage:

(iii) on the basis that the Operator used the counter from the end of the immediately-preceding period of use for that counter (whether that period of use was by the Operator or someone else); or

(iv) if there was no such immediately-preceding period of use for that day, then on the basis that the Operator used the counter continuously from the time the *Terminal* opened on that day; and

(c) notwithstanding paragraph (b), if the Operator operates only one flight for the day, and the circumstances in paragraph (b)(i) and (ii) apply, then the Operator may be charged, and the Operator must pay for, that usage on the basis that the Operator has used each counter for 2.5 hours.

B6.4 The *Counter Fee* at the commencement of this agreement is:

- (a) for a check-in counter position AU\$17.50 per hour; and
- (b) for a service counter position AU\$10.30 per hour.

B6.5 The Operator acknowledges that it is its responsibility to ensure it or its *Personnel* log off from *FIDS* at the end of an allocated period and that fees are still payable by the Operator if it omits to log off.

B6.6 If both parties agree that a *Counter Position* allocated to the Operator is unable to be used because of:

- (a) the occurrence of a *Force Majeure*; or
- (b) the occurrence of a bona fide complaint by the Operator's *Personnel* of an Occupational Health & Safety deficiency at the allocated *Counter Position*;
- (c) something SACL or SACL's *Personnel* has done,

SACL will use all reasonable endeavours to provide a substitute *Counter Position* for the Operator's use. If SACL fails to do so, SACL agrees not to charge the Operator for the *Counter Position* allocated to it which is not able to be used.

B6.7 If SACL determines that a *Counter Position* is unable to be used because of something the Operator, its *Personnel* has done (including, without limitation, a failure in *CUTE* located in the *Counter Position*), SACL will nevertheless charge the Operator in accordance with this agreement.

B6.8 Where there is any failure in *FIDS* and the Operator operates a *Counter Position* without it, SACL will still charge the Operator for its counter usage in accordance with this clause B6.

B6.9 The Counter Fee from and including each *CPI Adjustment Date*, will be the greater of:

- (a) the *Counter Fee* immediately payable prior to the relevant *CPI Adjustment Date*; or
- (b) the *Counter Fee* increased in accordance with the *CPI Formula*.

B6.10 GST

Payments are GST exclusive

B6.10.1 The consideration under this agreement does not include GST.

GST gross up

B6.10.2 If a supply under this agreement is subject to GST the recipient agrees to pay the supplier an additional amount equal to the Amount of the Consideration multiplied by the *prevailing GST rate*.

Time and manner of payment

B6.10.3 The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

Supplier's obligations

B6.10.4 The supplier agrees to:

- (a) give the recipient a Tax Invoice for the additional amount prior to it being paid; and

- (b) promptly refund any overpayment made by the recipient under this clause B6.10 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

Reimbursement

B6.10.5 Despite any other provisions of this agreement, if a payment due under this agreement is a reimbursement or an indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the payment must exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an input tax credit.

Interpretation

B6.10 In clause B6.10:

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to a non-monetary consideration for a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

GST has the meaning it has in the GST Act and associated imposition acts.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*.

Tax Invoice has the meaning it has in the GST Act.

B7 Payment

B7.1 SACL will invoice the Operator monthly in arrears for charges.

B7.2 The Operator must pay what the invoice shows is owing by the 1st day of the next month, by one of the methods for payment shown on the invoice.

If the Operator does not pay on time

B7.3 If the Operator does not pay the amount the Operator owes SACL on time, the Operator must pay interest on the amount (when SACL asks for that interest or at the times SACL tells the Operator it is payable) from and

<p>including the day the amount becomes payable up to and including the day the Operator pays the amount and all interest accrued on it.</p> <p>B7.4 Interest is calculated daily at the <i>Interest Rate</i>.</p> <p>B7.5 If the Operator notifies SACL in writing that it disputes any charge shown in an invoice within 7 days of receiving it and in SACL's reasonable opinion the Operator has grounds to dispute it, then SACL will negotiate with the Operator in good faith with a view to resolving the dispute, in accordance with clause F18.</p> <p>B7.6 In the case of a dispute, any undisputed amounts, or portions, are to be paid within the time required by the invoice.</p> <p>B7.7 If the Operator does not pay SACL an amount it owes SACL within 21 days after it is due for payment, SACL may refuse to allow the Operator to use the <i>Facilities & Services</i>.</p> <p>B7.8 Unless SACL gives the Operator express written consent, the Operator is not allowed to make any set-off against, or deduction from, the charges for use of the <i>Facilities & Services</i> set out in this agreement.</p>	<p>that its <i>Personnel</i>:</p> <p>(c) wear or have on their person an aviation security identification card or appropriate company identification showing:</p> <p>(i) a photograph of the person; and</p> <p>(ii) their name and (where applicable) their position,</p> <p>while they are occupying a <i>Counter Position</i>; and</p> <p>(d) comply with all directions on security given to the Operator by SACL or by the Commonwealth Department of Transport and Regional Services or any other appropriately authorised statutory body. The aviation security identification card or company identification must be presented when asked for by SACL.</p>
<p>B8 Ownership of facilities</p> <p>B8.1 The <i>Facilities & Services</i> and any other facilities and services (such as the LAN) provided under this agreement remain SACL's property.</p> <p>B8.2 The Operator must not part with possession or control of SACL's equipment unless SACL provides the Operator with its express prior written consent.</p>	<p>Adequacy of staffing levels</p> <p>B9.2 Both parties agree to do all things reasonably necessary to achieve a high level of service to passengers and other users of the <i>Terminal</i>. The Operator must ensure that <i>Counter Positions</i> allocated to the Operator are sufficiently staffed during the allocated period to ensure containment of passengers within the check-in queue area for those <i>Counter Positions</i>.</p>
<p>B9 Personnel</p> <p>Security of Personnel</p> <p>B9.1 The Operator must:</p> <p>(a) require; and</p> <p>(b) take reasonable measures to ensure,</p>	<p>Responsibility</p> <p>B9.3 The Operator is responsible for the conduct of its <i>Personnel</i>. The Operator agrees to use all reasonable endeavours to ensure they:</p> <p>(a) observe the conditions of this agreement; and</p> <p>(b) behave in an orderly manner and do not create a nuisance to other users of the <i>Terminal</i>.</p>

Part C: Baggage Handling System (BHS) Conditions

<p>C1 BHS Equipment</p>	<p>SACL will provide the <i>BHS</i> equipment specified in SACL's <i>Terminal Users</i></p>
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<p><i>Guide</i>, in accordance with the <i>Conditions of Use</i>.</p> <p>C2 Use of BHS Equipment</p> <p>C2.1 The Operator acknowledges that clause C2 is required in order to ensure the most efficient use of SACL's <i>BHS</i>.</p> <p>C2.2 The Operator must comply with the <i>BHS</i> minimum operational requirements set out in SACL's <i>Terminal Users Guide</i> and any variation to those requirements notified to the Operator by SACL in writing.</p> <p>C2.3 The Operator must use its best endeavours to comply with the <i>BHS</i> recommended operational requirements as issued to the Operator by SACL from time to time.</p> <p>C2.4 The Operator must not do anything which may adversely affect the</p>	<p>efficiency, operation or performance of the <i>BHS</i>.</p> <p>C2.5 If the Operator does not reasonably comply with SACL's baggage handling rules and SACL's <i>BHS</i> is damaged then the Operator will be responsible for the cost of repairs to the <i>BHS</i> to the extent that it or its <i>Personnel</i> directly or indirectly caused any damage to the <i>BHS</i>.</p> <p>Allocation of Baggage Sortation Rooms</p> <p>C2.6 When using a check-in <i>Counter Position</i>, the Operator must only use the baggage sortation room that SACL notifies the Operator of in accordance with the <i>Counter Allocation Procedures</i>.</p>
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Part D: Flight Information Display System (FIDS) Conditions

<p>D1 FIDS system</p> <p>D1.1 The Operator acknowledges that a charge for the use of the <i>FIDS</i> which is provided at the <i>Counter Positions</i> is not payable under this agreement and is instead payable in accordance with the <i>Conditions of Use</i>.</p> <p>D1.2 The Operator will comply with SACL's reasonable conditions of use of the <i>FIDS</i> as notified to the Operator and other airlines using the <i>Facilities & Services</i> from time to time.</p> <p>D1.3 SACL will use its reasonable endeavours to keep the information the Operator has supplied to SACL which is displayed on <i>FIDS</i> current and accurate.</p> <p>D1.4 The necessary data to generate the Operator's logo in <i>FIDS</i> remains its property. The Operator warrants that to the best of its knowledge the Operator holds copyright in that logo and that its use of the logo and other material which the Operator provides to SACL for the <i>FIDS</i> does not breach</p>	<p>anyone else's copyright or other intellectual property right. SACL will not give that logo to anyone else without the Operator's written consent.</p> <p>D1.5 SACL may, at its discretion, change the method of access to the <i>FIDS</i> at the <i>Counter Position</i> and the Operator must comply with SACL's directions as to the use of any such new method of access.</p> <p>D2 Use of FIDS</p> <p>D2.1 The Operator must use the <i>FIDS</i> to identify clearly for passengers the position the Operator is using. The Operator must not display any other signs or advertisements without SACL's written consent, which may be subject to reasonable conditions, including the payment of fees by the Operator for those other signs or advertisements.</p> <p>D2.2 SACL can display material on the <i>FIDS</i> above a counter when it is not in use by the Operator.</p>
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Part E: Supply of other facilities and services

<p>E1 Security screening</p> <p>In accordance with the <i>Air Navigation Act 1920 (Cth)</i> and the <i>Air Navigation</i></p>	<p><i>Regulations 1947 (Cth)</i>, SACL is responsible for the performance of security screening at the <i>Airport</i>. The Operator acknowledges that SACL</p>
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may pass its security screening obligations on to a third party. The Operator must:

- (a) ensure that the Operator and its *Personnel* complies with SACL's security screening requirements as from time to time advised to the Operator; and
- (b) not do anything, or cause anything to be done which will cause SACL to be in breach of any of its legislative obligations, in particular those under the *Air Navigation Act* and the *Air Navigation Regulations*.

E2 PA system

E2.1 SACL will provide access to a *PA System* when the Operator uses a *Counter Position*.

Use of PA system

E2.2 The Operator must comply with SACL's reasonable directions concerning the use of the *PA System* as set out in SACL's *Terminal Users Guide* or as otherwise notified to the Operator from time to time.

E3 Signage and airline products

E3.1 All signage, sign posts and other corporate identification items used by the Operator must be:

- (a) first approved by SACL in writing; and
- (b) used only,

in accordance with SACL's *Terminal Users Guide*.

E3.2 If the Operator does not comply with clause E3.1, SACL can, at the Operator's cost, remove the signage and, at SACL's discretion, destroy it provided SACL has:

- (a) advised the Operator that SACL has removed the Operator's signage; and
- (b) the Operator fails to retrieve that signage from SACL within a period SACL considers, in all the circumstances, to be reasonable.

E4 Queuing and Tensa barriers

E4.1 The Operator must locate and retain the tensa barriers provided by SACL in accordance with SACL's *Terminal Users Guide*.

E4.2 If the Operator does not comply with clause E4.1, then SACL can, at the Operator's cost, relocate the barriers to their correct position. SACL will not be liable for any consequences of relocating the barriers.

E4.3 The Operator must ensure that its passengers remain within the passenger queuing areas for each *Counter Position*, as set out in SACL's *Terminal Users Guide*. The Operator must also comply with SACL's reasonable directions about the management of passenger queuing areas. The Operator acknowledges that these obligations are required to prevent encroachment of:

- (a) passenger queuing areas of surrounding *Counter Positions*; and
- (b) common user thoroughfares in the *Terminal*, which must be maintained for safety and security purposes.

E5 Maintenance

E5.1 Subject to clause F2.1, SACL agrees to repair and maintain the *Facilities & Services* in good working order and condition.

E5.2 The Operator must promptly tell SACL's International Terminal Monitoring Centre (the contact details for which are set out in clause F6.4) if any of the *Facilities & Services* are not working or have been damaged. SACL will use its best endeavours to repair the *Facilities & Services*.

E5.3 The Operator must give SACL reasonable access to inspect and to repair the *Facilities & Services*.

E5.4 When using the *Facilities & Services* the Operator agrees to:

- (a) use care and skill and to comply with all specifications for use issued by the manufacturer or developer of anything forming part of the *Facilities & Services* of which

<p>SACL gives the Operator notice;</p> <p>(b) only allow them to be used by persons with adequate training and skill; and</p> <p>(c) comply with any reasonable conditions which SACL advises the Operator applies to the use of the <i>Facilities & Services</i> including those which may be required to protect copyright and confidentiality.</p>	<p>Maintenance of CUTE</p> <p>E5.5 The Operator or its <i>Personnel</i> (specifically its ground handling agent) must enter into a maintenance agreement with <i>SITA</i> or any other appropriately qualified maintenance provider in respect of <i>CUTE</i> which provides for a response time for repairs of not less than 3 hours. The Operator must use its best endeavours to ensure that repairs are carried out expeditiously.</p>
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Part F: General Conditions and Definitions

<p>F1 Length of agreement</p> <p>F1.1 This agreement will run between the <i>First Day</i> and the <i>Last Day</i> specified in the Details.</p> <p>F1.2 During the last 6 months of the period of this agreement, SACL will ask the Operator to commence negotiations with SACL about the terms and conditions (including those relating to charges) of any new agreement. Both parties agree:</p> <p>(a) to negotiate those terms and conditions with each other in good faith; and</p> <p>(b) that the terms and conditions must be agreed before the end of the period of this agreement. If both parties cannot agree the new terms and conditions, then Clause F1.3 will apply.</p> <p>F1.3 If the parties have not agreed on the terms and conditions of the new agreement by the end of the period of this agreement (and the Operator wants its rights under this agreement to continue), the Operator will hold-over under the terms and conditions of this agreement on a monthly basis with an automatic pro-rata annual CPI increase in accordance with clause B6.9 until the earlier of:</p> <p>(a) the date of the new agreement being reached;</p> <p>(b) a date agreed by both parties as per clause F18 (in the instance where terms of a new agreement are disputed); or</p>	<p>(c) the date the holding over period is terminated by either party by giving 30 days notice to the other.</p> <p>F2 Liability and indemnity</p> <p>F2.1 The Operator must pay SACL for any repairs to the <i>Counter Positions</i>, the <i>Facilities & Services</i>, including the <i>BHS</i> or any other property due to neglect, misuse or damage (where that damage is not a result of fair wear and tear) by the Operator or its <i>Personnel</i>.</p> <p>F2.2 SACL must maintain the <i>Facilities & Services</i> in a good and useable state of repair at its own expense in all other circumstances. The Operator agrees that SACL will have satisfied its obligation in that regard if it enters into and maintains maintenance agreements with reputable contractors with experience in maintaining equipment of the same or a similar kind and if SACL enforces those agreements when necessary.</p> <p>F2.3 The Operator indemnifies SACL against all claims against SACL made by an airline, its <i>Personnel</i>, a passenger, or member of the public for any injury, death, damage (to person or property) or losses (including consequential losses) caused by:</p> <p>(a) any act, omission, negligence or default of the Operator or its <i>Personnel</i> in using the <i>Counter Positions</i>;</p> <p>(b) the breakdown of the <i>BHS</i> or other parts of the <i>Facilities & Services</i> because the Operator's or its <i>Personnel</i> did not use it properly; or</p>
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<p>(c) the failure of the Operator or its <i>Personnel</i> to observe any of the terms of this agreement or any relevant rules applying to the Operator's use of the <i>Facilities & Services</i>,</p> <p>unless and then only to the extent caused by SACL's own negligence, or the negligence of its <i>Personnel</i>.</p> <p>F2.4 SACL is not liable for injury, death, losses (including consequential losses) or damage the Operator, its <i>Personnel</i>, its passengers or any person suffers arising out of faults, incorrect data or failure in the <i>Facilities & Services</i>, including the <i>PA System</i>, power, telecommunications or any other services or component of the <i>Facilities & Services</i> which SACL may supply, unless and then only to the extent caused by:</p> <p>(a) SACL's own wilful, negligent or reckless act or omission; or</p> <p>(b) the wilful, negligent or reckless act or omission of SACL's <i>Personnel</i></p> <p>In addition SACL is not liable for losses the Operator, its passengers or members of the public suffer resulting from any cause beyond SACL's control. Where a dispute arises under this clause F2.4, the parties agree that the provisions of clause F18 will apply.</p> <p>F2.5 The Operator may have the benefit of conditions and warranties implied by the <i>Trade Practices Act 1974</i>. If SACL has a liability for a breach of a condition or warranty implied by Division 2 of Part V of that Act (other than section 69), it is limited, subject to section 68A(2), at SACL's discretion to:</p> <p>(a) (in the case of goods) either the repair or replacement of the goods or the cost of having the goods repaired or replaced; or</p> <p>(b) (in the case of services) the supply of the services again or the cost of supplying the services again.</p> <p>F2.6 SACL indemnifies the Operator against all claims made against the Operator by a passenger or member of the public for any injury, death, damage (to person or property) or losses in</p>	<p>connection with the provision of <i>Counter Positions</i> that is caused by SACL's negligence, wilful misconduct or default of SACL's obligations under this agreement or the negligence, wilful misconduct or default of SACL's obligations under this agreement by SACL's <i>Personnel</i>.</p> <p>F2.7 The indemnities in this clause F2 are in addition to any other indemnities the parties may give or may have given to each other.</p> <p>F2.8 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of each of the parties and survives termination of this agreement for whatever reason.</p> <p>F3 Insurances</p> <p>F3.1 The Operator must maintain:</p> <p>(a) in its name (and noting SACL's interest as Principal with specific indemnity for SACL within the Operator's policy that SACL's legal liability arising out of the Operator's actions as described in this agreement is fully covered under its policy), and if required by SACL, the name of the Operator's contractors and any other person specified by SACL acting reasonably, the following insurances:</p> <p>(i) public liability insurance including as airline operators for not less than AU\$50 million for any one occurrence and with a deductible no greater than AU\$10,000 for any one occurrence. This insurance may form part of the Operator's public liability insurance for its use of the <i>Airport</i> as a whole. In other words, the Operator will satisfy this clause F3.1(a)(i) if the Operator maintains a global public liability insurance policy for not less than AU\$50 million and that policy covers the Operator's</p>
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	use of the <i>Terminal</i> ; and		notice to the guarantor under the <i>Guarantee and Indemnity</i> .
	(ii) compulsory third party insurance as required by law; and	F5.3	Either party may terminate this agreement immediately if the Operator ceases to conduct primary or codeshare operations through the <i>Terminal</i> for a continuous period of 14 days (except in the case of a cessation of regular passenger services due to circumstances beyond the Operator's reasonable control (for example, a general pilots' strike) or because the Operator does not schedule aircraft for certain times of the year).
	(b) a Workcover policy under the <i>Workers Compensation Act 1987 (NSW)</i> in respect of any person engaged in connection with the Operator's use of the <i>Terminal</i> .	F5.4	In addition, the Operator agrees that:
F3.2	The Operator must produce evidence of the currency of its insurance from a reputable insurer or broker at SACL's request. The Operator must increase the levels of insurance if SACL asks the Operator and this would be consistent with good industry practice.	(a)	a failure by the Operator to comply with any term of this agreement which materially and adversely affects SACL;
F3.3	The Operator must tell SACL if the remaining aggregate level of its public liability insurance policy required under clause F3.1(a)(i) runs down to level of AU\$10 million or is cancelled or becomes void during the term of this agreement.	(b)	if the Operator is a body corporate, an order is made or a resolution is effectively passed for the winding up of the Operator (except for the purpose of reconstruction or amalgamation);
F3.4	The requirement to effect and maintain insurance in this clause does not limit the Operator's liability or its other obligations under this agreement.	(c)	an insolvency practitioner including a provisional liquidator or a controller or a receiver and manager is appointed to the Operator; or
F3.5	The Operator must pay to SACL on demand an amount equal to any goods and services tax which may be payable by SACL in connection with or deducted from the proceeds of insurance referred to in this clause.	(d)	the Operator goes into liquidation or makes an assignment for the benefit of or enter into an arrangement or composition with its creditors or stop payment or are unable to pay its debts within the meaning of the <i>Corporations Act 2001</i> or within the meaning of an equivalent legislative regime outside of Australia,
F4	Variation of the agreement		may be treated as a breach of an essential term for the purposes of clause F5.2.
	This agreement may only be varied if both parties agree in writing to do so.	F5.5	The Operator must pay any amounts outstanding for fees and other charges under this agreement immediately if SACL terminates this agreement.
F5	Termination of the agreement	F5.6	The Operator must remove its property from the <i>Terminal</i> on or prior to termination or expiration of this agreement and the Operator must within a reasonable time acceptable to SACL make good any damage caused by that removal. If the Operator does
F5.1	Nothing in this clause F5 derogates from any right of either party under the general law to exercise any right, including termination of this agreement by reason of a default or repudiation by the other party.		
F5.2	SACL may terminate this agreement by giving the Operator written notice if it is in breach of an essential term (within the meaning of clauses F5.4 and F12.2) and does not remedy the breach within 21 days of receiving a written notice from SACL to do so. SACL agrees to give a copy of that		

not remove its property from the *Terminal* after a reasonable time after expiration of this agreement, SACL may remove such property after notice to the Operator of its intention to do so and all costs incurred by SACL in doing so will be a debt due and payable to SACL by the Operator.

F6 Service of notices

F6.1 Any notice or invoice for payment must be served by:

- (a) hand to the address in Australia last notified in writing;
- (b) prepaid post to the address in Australia last notified in writing; or
- (c) facsimile to the facsimile number last notified in writing.

F6.2 If a notice or invoice is posted, it is taken to be received within 3 days after posting.

F6.3 If a notice or invoice is sent by facsimile, it is taken to be received on production of a transmission report by the transmitting machine which indicates that the whole facsimile was sent to the facsimile number of the recipient.

SACL's contact details

F6.4 Unless SACL notifies the Operator otherwise, SACL's contact details are as follows:

- (a) International Terminal Monitoring Centre:

Level 3, Northern End
Sydney (T1) International Terminal
Mascot NSW 2020
Australia

Locked Bag 5000
Sydney International Airport
NSW 2020
Australia

Fault Reporting Hotline:
+61 (2) 9667-9666

Telephone: +61 (2) 9667 6337
Fax: +61 (2) 9667 9654

Attention: Manager, Facilities Management

- (b) IT&T Department:

Central Terrace Building
10 Arrivals Court
Sydney International Airport
NSW 2020
Australia
Locked Bag 5000
Sydney International Airport,
NSW 2020
Australia

IT&T Help Desk:
+61 (2) 9667 9009

Telephone: +61 (2) 9667 9921
Fax: +61 (2) 8338 4905

Attention: Chief Information Officer
- (c) Airport Operations:

Level 3, Northern End
Sydney (T1) International Terminal
Mascot NSW 2020
Australia

Locked Bag 5000
Sydney International Airport
NSW 2020 Australia

Telephone: +61 (2) 9667 9855
Fax: +61 (2) 8338 4987

Attention: Manager,
Terminals
- (d) Terminal Operations Centre:

Level 3, Northern End
Sydney (T1) International Terminal
Mascot NSW 2020
Australia

Locked Bag 5000
Sydney International Airport,
NSW 2020
Australia

Telephone: +61 (2) 9667 9921
or +61 (2) 9667 9981

Attention: Operations Centre Manager
- (e) Generally:

Sydney Airport Corporation Ltd
Locked Bag 5000

Sydney International Airport
NSW 2020
Australia

Main Switchboard:
+61 2 9667 9111

Telephone: +61 2 9667 6487
Fax: +61 2 8338 4925

Attention: Head of Aviation
Commercial

SACL's nominated person for dispute resolutions

For the purposes of clause F18, at the date of this agreement, SACL nominates the following persons:

- (a) General Manager, Operations;
- (b) General Manager, Aviation Business Development;
- (c) Manager, Terminals; and
- (d) Head of Aviation Development.

F7 Co-operation to carry out the agreement

The parties must do everything necessary to carry out this agreement.

F8 Assignment of rights

F8.1 This licence is personal to the Operator. The Operator must not assign, sub-licence or otherwise deal with any of its rights under this agreement without SACL's prior written consent, which will not be unreasonably withheld. The Operator must immediately notify SACL if any of the things in this clause F8 occurs.

F8.2 The Operator acknowledges that SACL may assign its interests under this agreement to the Commonwealth at anytime without the Operator's consent and the Operator must, in the event of any such assignment, enter into such documents as may reasonably be required by SACL or the Commonwealth to give effect to the assignment.

F9 Handling agents

F9.1 Where the Operator has an agreement with a handling agent, the terms of that agreement must not be inconsistent with any terms of this agreement.

F9.2 The Operator must inform the handling agent of its obligations under this agreement.

F10 Act, regulations and rules

F10.1 The Operator accepts that SACL is responsible for administering the *Airport* in accordance with the *Act* and under SACL's airport lease from the Commonwealth of Australia.

F10.2 The Operator agrees to use its reasonable endeavours to ensure that its *Personnel* will do nothing to prevent SACL from observing its obligations under the *Act* or SACL's airport lease and to indemnify SACL against any claim if they do.

F10.3 The Operator acknowledges that SACL can make rules for the day to day operation of the *Airport* that may affect each party's rights and obligations under this agreement. To the extent that these rules may be contracted out of, this agreement will override any rule made by SACL inconsistent with this agreement.

F11 Payment of costs

The Operator must pay:

- (a) SACL's reasonable legal costs associated with the enforcement of this agreement (as a result of the Operator's breach of this agreement); and
- (b) any stamp duty payable on this agreement.

F12 Applicable law and essential terms

F12.1 This agreement is to be read according to the laws in force in New South Wales to the extent that those laws apply to the *Airport*. Both parties submit to the non-exclusive jurisdiction of the courts of that State.

F12.2 The Operator agrees that the following terms are essential terms for the purposes of clause F5.2:

- (a) all terms requiring the Operator to pay money;
- (b) clause F8;
- (c) clause F3.1(a) and (b) (insurance obligations);

<p>(d) clauses F20 and F21.</p> <p>F13 Compliance with laws</p> <p>The Operator must comply with all laws and regulations relating to its use of the <i>Facilities & Services</i> and the <i>Airport</i>.</p> <p>F14 Acknowledgments</p> <p>F14.1 The Operator acknowledges and accepts that:</p> <p>(a) the <i>Facilities & Services</i> may be extended, altered, modified, relocated or replaced if SACL considers any of these things to be necessary or desirable;</p> <p>(b) as a user of the <i>Airport</i> the Operator agrees to comply with the contract described in clause A4(a);</p> <p>(c) the Operator will be sharing the <i>Facilities & Services</i> with other airlines; and</p> <p>(d) SACL is only providing those <i>Facilities & Services</i> referred to in this agreement and the Operator will be responsible for providing its own <i>Personnel</i> to provide for passenger and baggage processing as well as other ramp handling services.</p> <p>F14.2 The Operator acknowledges and agrees that SACL can extend, alter, repair or renovate the <i>Terminal</i> (including, without limitation, removing or relocating the <i>Facilities & Services</i>) at any time. SACL will use its best endeavours to provide the Operator with reasonable notice of any such work SACL may wish to undertake. SACL will consult with the Operator about the nature and extent of that work, the effect that it may have on the Operator's operations and any interim arrangements for checking-in passengers during the period of that work. Where a dispute arises under this clause F14.2, the parties agree that the provisions of clause F18 will apply. However, the Operator agrees that SACL will not be responsible for and the Operator releases SACL from, any loss or damage (including, without limitation, consequential loss or damage) the Operator, its employees, customers or contractors sustain in connection with SACL's undertaking any work of that kind.</p>	<p>F15 Change of airport lessee company</p> <p>Disclosure of Information</p> <p>F15.1 Notwithstanding any other provision in this agreement, the Operator acknowledges and agrees that SACL may disclose or provide to any <i>Associated Person</i> or the Commonwealth of Australia a copy of this agreement or any other information which relates to this agreement for a purpose in connection with the operation or management of the <i>Airport</i>.</p> <p>F15.2 This clause is in addition to any other rights of disclosure conferred on SACL by this agreement or otherwise under any law.</p> <p>F16 Not Used</p> <p>F17 Prohibition on conducting unaccompanied baggage operations</p> <p>The Operator must not use any <i>Counter Positions</i> or the <i>BHS</i> to accept for transportation and distribution baggage which is being sent by passengers as unaccompanied cargo.</p> <p>F18 Dispute resolution</p> <p>F18.1 Both parties agree that because of the nature of the arrangements to which this agreement relates it is essential that any dispute is settled as quickly as possible and that the procedures in this clause F18 will apply.</p> <p>F18.2 Neither of party may seek any other means of resolving the dispute (other than seeking an urgent, interlocutory or interim injunction) until the process in clause F18.3 has taken place.</p> <p>F18.3 If a dispute as to any matter arising out of or in connection with this agreement occurs each of the Operator and SACL must refer it to senior management who must endeavour to resolve it as quickly as possible, and in any event within 30 days of the dispute arising. Both parties must nominate at least two senior managers, at least one of whom will be available at any time for that purpose. Both parties must each notify the other of those nominations.</p> <p>F18.4 Failing settlement of any dispute under clause F18.3, the parties may pursue their rights otherwise available at law.</p>
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F19 Provision of passenger and aircraft data

F19.1 The Operator will make available to SACL the information reasonably required for the operation of the *Terminal* and implementation of this agreement, which may include aircraft data and passenger data.

F19.2 SACL will discuss with the Operator the precise information required and the timing of the provision of that information. The information sought by SACL will be reasonable in all the circumstances. The Operator warrants that the information of actual numbers the Operator gives SACL is correct. SACL is entitled to audit that information and the Operator must meet SACL's reasonable request for access to all necessary books and records for audit purposes. Subject to clause F19.3, SACL will keep that information confidential.

F19.3 The Operator consents to SACL disclosing such details and information relating to this agreement as SACL considers necessary under the *Act* or any other legislation or in connection with the airport master plan or as otherwise required under any lease or agreement between SACL and the Commonwealth of Australia.

F20 Licence termination under the Act

F20.1 Despite any other provision of this licence, this agreement will automatically terminate upon the creation of an interest under this agreement that enables you, either alone or with one or more associates, to exercise control over either or both of:

- (a) the operation of the whole, or a substantial part of, the *Airport*; or
- (b) the direction to be taken in the development of the whole, or a substantial part of, the *Airport*.

F20.2 If this licence is terminated under clause F20.1 each party releases the other from all liability arising under this licence (except for any rights or liabilities arising prior to and pertaining to periods prior to the date of termination) and the Operator will have no recourse against SACL in relation to any such termination.

F20.3 Despite any other provision of this

agreement, both parties acknowledge that any sub-licence under this agreement must contain a clause in identical terms to this clause.

F20.4 The Operator warrants for SACL's benefit that the Operator is not entering into this agreement in the capacity of trustee of a trust. The Operator must not during the term dispose of its interest under the agreement by declaring a trust or otherwise transferring the beneficial interest of this agreement separately from the legal interest. The Operator fully indemnifies SACL in respect of any liability or loss SACL may incur or suffer as a result of a breach of this clause by the Operator.

F21 Security

SACL may require the Operator to provide as security for performance of its obligations under this agreement for an amount not exceeding three months of estimated charges under this agreement in a format in any one or more of the following:

- (a) a bank guarantee (or performance bond) under clause F22; or
- (b) a *Guarantee and Indemnity*.

F22 Bank Guarantee

F22.1 This clause applies if, under clause F21, SACL requires a bank guarantee.

F22.2 On or before the *First Day*, or at such time after the *First Day* as SACL notifies the Operator in writing, the Operator must deliver the *Bank Guarantee* to SACL. SACL will accept a form of *Bank Guarantee* if it is in substantially the same form as that contained in Attachment E. The *Bank Guarantee* must expire not earlier than three months after the *Last Day*.

F22.3 If the Operator does not comply with any of its obligations under this agreement (including any period of extension or holding over), then to the extent of the relevant default, SACL may call, in whole or in part, on the *Bank Guarantee* without notice to the Operator.

F22.4 If SACL calls on the *Bank Guarantee*, then no later than seven days after SACL gives the Operator a notice asking for it, the Operator must deliver to SACL a

replacement or additional *Bank Guarantee* so that the amount guaranteed remains the same as the amount in the Details.

F22.5 If the airport lessee company changes then no later than 14 days after SACL gives the Operator a notice asking for it, the Operator must deliver to SACL a replacement *Bank Guarantee* in favour of the new airport lessee company. At the same time, SACL must give the Operator the *Bank Guarantee* which is replaced. The Operator and SACL must co-operate to minimise the cost to the Operator of obtaining the replacement *Bank Guarantee*.

F22.6 SACL will return the *Bank Guarantee* (except to the extent properly called on) on the first to occur of the following:

- (a) three months after expiration of the *Term*;
- (b) both parties agree to terminate this agreement;
- (c) a new security is provided under clause F21.5; or
- (d) if the Operator validly terminates this agreement.

F23 Meaning of words

F23.1 **Act** means the *Airports Act 1996* and includes any regulations made under that Act.

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

Associated Person means SACL's *Personnel* or a related body corporate of ours.

BHS means the physical baggage handling system which transports baggage from check-in counter positions using a conveyor system to baggage sortation rooms (and includes checked baggage screening).

Bank Guarantee means an unconditional undertaking (or any replacement or addition to it) under clause F22 by a bank acceptable to SACL acting reasonably, and substantially in the form in Attachment E.

CPI means the Consumer Price Index All Groups Sydney, or the index officially substituted for it.

CPI Adjustment Date means 1 July 2005 and then on each anniversary of that date for the remainder of the *Term*.

CPI Formula means:

$$\text{Counter Fee} = \text{CF} \times \frac{\text{C1}}{\text{C2}}$$

Where:

- (a) CF equals the *Counter Fee* payable immediately prior to the relevant *CPI Adjustment Date*;
- (b) C1 equals the *Current CPI*; and
- (c) C2 equals the *Previous CPI*.

Conditions of Use means the terms and conditions of use in relation to the use of SACL's facilities and services at the *Airport* as expressly described in the document "Conditions of Use" as renamed or amended from time to time.

Current CPI means the *CPI* last published before the relevant *CPI Adjustment Date*.

Previous CPI means the *CPI* number last published before the immediately preceding *CPI Adjustment Date* or, in there has not been one, the First Day.

Counter Allocation Procedures means SACL's manual about how SACL allocates check-in and service counters at SACL's *Terminal* to the Operator on a seasonal basis, which:

- (a) as at the First Day, are those set out in Attachment D; and
- (b) may be amended from time to time.

Counter Fee means the amounts set out in clause B6.4 as adjusted in accordance with Clause B6.9.

Counter Positions means common user:

- (a) check-in counter positions ; and
- (b) service counters,

in the check-in areas of the *Terminal*.

CUTE means common user terminal equipment.

DHU means a desk handling unit to enable information to be displayed on the *FIDS* located above each *Counter Position*.

FIDS means the flight information display system provided by SACL in certain parts of the *Terminal*.

Facilities & Services means any equipment and services listed at Attachment B and any equipment or services replacing or supplementing those items but does not include any equipment or services supplied by the Operator.

Force Majeure means an act of God, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, lightning, cyclone, earthquake, landslide, epidemic, quarantine, radiation or radioactive contamination, fire, flood or other natural disaster.

Guarantee and Indemnity means a deed of guarantee and indemnity in the form and by a person acceptable to SACL of the Operator's obligations under this agreement.

Interest Rate means a rate of interest per annum that is 3% higher than the 10-year Commonwealth Treasury Bond rate.

PA System means the system provided by SACL to enable the Operator and SACL to make announcements to persons within the landside areas of the departures level of the *Terminal*.

Operator means the airline named in the Details.

Personnel include an employee, servant, officer, agent, or contractor or sub-contractor and anyone else under the control or direction of a party to this agreement as the case may be.

person includes a firm, body corporate, an unincorporated association or an authority.

SACL means Sydney Airport Corporation Limited.

Season or **Seasonal** means:

(a) for a Northern Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October;

(b) for a Northern Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.

SITA means Société Internationale de Télécommunications Aéronautiques.

Term means the period commencing on the First Day and ending on the Last Day including any holding over period.

Terminal means the Sydney International Terminal (Terminal 1) at the *Airport*.

Terminal Users Guide means SACL's current manual about the operation of the *Terminal* (which may be varied from time to time).

F23.2 If any part of this agreement is unenforceable, this agreement is taken to be modified to remove that part. The rest of this agreement is not affected by that part being removed.

F23.3 A reference in this agreement to:

(a) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(b) anything (including a right, obligation or concept) includes each part of it;

(c) including or include shall be a reference to including, but not limited to;

(d) to a party or body includes that party's or body's successors and permitted assigns; and

(d) the singular includes the plural and the plural includes the singular.

F23.4 If the Operator is made up of more than one person or company, then an obligation of those persons or

companies is joint and several and a right of those persons or companies is held by each of them severally and any other reference to that party or term is a reference to each of those persons or companies separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

F23.5 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

ATTACHMENT A

Charges

Counter Fee

The *Counter Fee* does not include:

- (a) use of a premium check-in counter (including a premium corridor) provided by us on an exclusive basis;
- (b) passenger screening costs;
- (c) use of our *FIDS*;
- (d) use of our *BHS*, other than the related *BHS* equipment which forms part of *Our Facilities & Services*;
- (e) the transit desks located in the *Terminal* on the departures level in both Piers B & C;
- (f) departure gate counters, located in the *Terminal* on the departures level in both Piers B & C;
- (g) oversize baggage counters located landside in both the northern and southern ends of the departures level;
- (h) the cost of setting up tensa barriers in the area surrounding a *Counter Position*; or
- (i) the costs associated with passenger queue management.

2. Counter Access Fee

- 2.1 AU\$5 per counter

ATTACHMENT B

Our Facilities & Services

PART A: COUNTER EQUIPMENT

What we supply for each counter position	Your obligations
Facilities	
Cabinets, gates and joinery	<p>You must:</p> <ul style="list-style-type: none"> (a) report any fault, loss or damage by the end of the check-in period; (b) leave the equipment in a clean state after use; (c) remove all airline equipment and stationery after the end of a period of use; and (d) not damage or label the cabinets, gates or joinery chair with any advertising or other material.
One chair	<p>You will:</p> <ul style="list-style-type: none"> (a) report any fault, loss or damage by the end of the check-in period; (b) retain the chair in the designated area; (c) not damage or label the chair with any advertising or other material.
Tensa Barriers and sign brackets for each block of <i>Counter Positions</i>	<p>You must:</p> <ul style="list-style-type: none"> (a) not damage the barriers; (b) report any fault, loss or damage by the end of the check-in period; (c) retain the barriers in accordance with our <i>Terminal Users Guide</i>; (d) not brand the barriers otherwise than in accordance with the <i>Terminal Users Guide</i>; (e) not use signage in the sign brackets otherwise than in accordance with the <i>Terminal Users Guide</i>.
A dedicated passenger queuing area as set out in the <i>Terminal Users Guide</i>	
1 refuse bin	You must report any fault, loss or damage by the end of the check-in period.
Access to an intercom system	You must report any fault, loss or damage by the end of the check-in period.

Access to a house phone	You must report any fault, loss or damage by the end of the check-in period.
Access to the PA system	You must: <ul style="list-style-type: none"> (a) report any fault, loss or damage by the end of the check-in period; (b) not use the <i>PA System</i> otherwise than in accordance with the <i>Terminal Users Guide</i>.
Check-in Counter Baggage Belts	You must comply with our <i>BHS</i> operational guidelines as set out in our <i>Terminal Users Guide</i> .
Floor coverings	You must report any fault, loss or damage by the end of the check-in period.
Lighting	You must report any fault, loss or damage by the end of the check-in period.
Access to a <i>FIDS</i> Desk Handling Unit	You must report any fault, loss or damage by the end of the check-in period.
General power outlet	You must report any fault, loss or damage by the end of the check-in period.
Services	
Cleaning	
Security	
Management, operation, administration of the <i>Counter Positions</i>	
Supplying, renting, operating, maintaining, services and repairing the terminal and services and replacing and upgrading services to comply with requirements or orders of authorities or any law as we otherwise reasonably determine.	

PART B: SERVICE COUNTER EQUIPMENT

What we supply for each counter position	Your obligations
Facilities	
Cabinets, gates and joinery	<p>You must:</p> <ul style="list-style-type: none"> (a) report any fault, loss or damage by the end of the check-in period; (b) leave the equipment in a clean state after use; (c) remove all airline equipment and stationery after the end of a period of use; and (d) not damage or label the cabinets, gates or joinery chair with any advertising or other material.
One chair	<p>You will:</p> <ul style="list-style-type: none"> (a) report any fault, loss or damage by the end of the check-in period; (b) retain the chair in the designated area; (c) not damage or label the chair with any advertising or other material.
Tensa Barriers and sign brackets for each block of <i>Counter Positions</i>	<p>You must:</p> <ul style="list-style-type: none"> (a) not damage the barriers; (b) report any fault, loss or damage by the end of the check-in period; (c) retain the barriers in accordance with our <i>Terminal Users Guide</i>; (d) not brand the barriers otherwise than in accordance with the <i>Terminal Users Guide</i>; (e) not use signage in the sign brackets otherwise than in accordance with the <i>Terminal Users Guide</i>.
A dedicated passenger queuing area as set out in the <i>Terminal Users Guide</i>	
1 refuse bin	You must report any fault, loss or damage by the end of the check-in period.
Access to an intercom system	You must report any fault, loss or damage by the end of the check-in period.
Access to a house phone	You must report any fault, loss or damage by the end of the check-in period.

Access to the PA system	You must: (a) report any fault, loss or damage by the end of the check-in period; (b) not use the <i>PA System</i> otherwise than in accordance with the <i>Terminal Users Guide</i> .
Floor coverings	You must report any fault, loss or damage by the end of the check-in period.
Lighting	You must report any fault, loss or damage by the end of the check-in period.
Access to a <i>FIDS</i> Desk Handling Unit	You must report any fault, loss or damage by the end of the check-in period.
General power outlet	You must report any fault, loss or damage by the end of the check-in period.
Services	
Cleaning	
Security	
Management and administration of the <i>Counter Positions</i>	
Supplying, renting, operating, maintaining, services and repairing the terminal and services and replacing and upgrading services to comply with requirements or orders of authorities or any law as we otherwise reasonably determine.	

ATTACHMENT C

Plan of areas where Our Facilities & Services are located

ATTACHMENT D

Counter Allocation Procedures



SYDNEY INTERNATIONAL TERMINAL COUNTER ALLOCATION PROCEDURES

[Current as at 22.10.2008]

1. **These procedures**
 - 1.1 These procedures:
 - (a) set out the way in which SACL allocates Counter Positions at the T1;
 - (b) are subject to review from time to time.
 - 1.2 Pursuant to your Licence, you agree to comply with these procedures.
 2. **Responsibility for counter allocation**
 - 2.1 SACL is responsible:
 - (a) for the overall application of these procedures, by the Manager, Operations Planning; and
 - (b) for the day to day implementation of these procedures, by the Airport Operations Coordinator Centre (AOCC), who can be contacted on 9667 9921.
 3. **Basis of allocation**
 - 3.1 SACL allocates Counter Positions according to the following general principles:
 - (a) Optimising available assets;
 - 3.2 SACL allocates Counter Positions on a seasonal basis, as follows:
 - (a) for the Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October;
 - (b) for the Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.
 4. **Counter bid process**
 - 4.1 Prior to the commencement of each season, and as necessary throughout a season, SACL will obtain from ACA the seasonal slot allocations for Sydney Airport.
 - 4.2 At least eight (8) weeks before the commencement of a season, SACL will send to you a seasonal request letter.
 - 4.3 At least four (4) weeks before the commencement of a season, you must provide to SACL (by mail or facsimile on (02) 8338 4986) all of the information required by the Request Letter.
- (b) Common use nature of counter facilities;
 - (c) Allocation of counters on an equitable basis, taking account of the needs of the users of those facilities, regardless of seasonal throughput;
 - (d) Customer satisfaction;
 - (e) Consistency in application; and
 - (f) To uphold I.A.T.A. service level C standards.

- 4.4 When making your requests, you must take into account the allocation principles set out in clause 5.
- 4.5 If SACL considers the information you have provided is inadequate, then:
- (a) SACL will notify you of the deficiency; and
 - (b) SACL will not be able to process your application or allocate Counter Positions to you until the complete information is provided to SACL.
- 4.6 SACL will allocate Counter Positions to you:
- (a) considering the information provided by all of the airlines which have responded to SACL's Request Letter;
 - (b) having regard to the following:
 - (i) airlines with higher seasonal seat throughput (as provided to SACL by ACA) may be given priority as to location over airlines with lower seasonal seat throughput;
 - (ii) where demand exceeds terminal capacity, SACL will attempt to allocate on a pro-rata basis (based on the total possible seat throughput for each airline); and
 - (c) in accordance with the allocation principles set out in clause 5.
- You acknowledge that due to the common use nature of the Counter Positions, SACL cannot guarantee that you will be allocated the Counter Positions you have requested.
- 4.7 At least one week before the commencement of a season, SACL will provide you with a letter confirming your allocation of Counter Positions for the next season.
- 4.8 If you have any queries in relation to your allocation, you may request changes to your allocation to the Manager, Operations Planning. You must give reasons for your request. However, the Manager, Operations Planning has complete discretion in determining your subsequent request.
- 4.9 SACL will invoice you for your allocation and use of the Counter Positions in accordance with your Licence with SACL.
- 5. Allocation principles**
- 5.1 SACL allocates check-in counters according to the rules in this clause 5.
- 5.2 Scheduled seasonal services (as notified to SACL by ACA) will be given priority over any of the following:
- (a) non-scheduled services;
 - (b) delayed or disrupted services (meaning a flight whose departure time varies by more than 30 minutes to the approved slot time); or
 - (c) supplementary services.
- 5.3 In order to ensure I.A.T.A. service level C standards are upheld, SACL recommends the following minimum number of check-in counters to be appropriate for each originating flight check-in:

Aircraft type	Check-in counter positions
A380	9-12
B747	9
B777	9
A340/A330	7-9
B767	6
B737	4
F100	3

5.4 SACL considers that the following check-in counter opening and closing times are appropriate:

- (a) opening time – 180 minutes before scheduled departure time;
- (b) closing time – 30 minutes before scheduled departure time,

and check-in counters for your flights will be allocated on this basis, unless otherwise agreed by SACL.

5.5 SACL will, however, consider separately any counter requests where an airline operates multiple flight check-ins through a common check-in area for that airline.

5.6 For the most efficient use of Counter Positions by all airline users at T1, the following allocation rules will apply.

- (a) 12-a-side check-in counter islands:
 - (i) where an airline requests more than 9 of the check-in counters on a particular side of an island of counters, then:

- (A) SACL will allocate to that airline 2 service counters, for which the airline will be charged in accordance with the Licence; and

- (B) the airline is required to take, and pay SACL for, the remaining check-in counters on that side.

- (ii) where an airline requests 9, or fewer, of the check-in counters on a particular side of an island of counters, then SACL will allocate to that airline 1 service counter, for which the airline will be charged in accordance with the Licence.

- (b) 9-a-side check-in counter islands:

- (i) where an airline requests more than 6 of the check-in counters on a particular side of an island of counters, then:

- (A) SACL will allocate to that airline 1 service counter, for which the airline will be charged in accordance with the Licence; and

- (B) the airline is required to take, and pay SACL for, the remaining check-in counters on that side.

- (ii) where an airline requests 6, or fewer, of the check-in counters on a particular side of an island of counters, then:

- (A) the airline cannot be guaranteed allocation of a service counter on that side of an island of counters; and
- (B) if the airline does not request a service counter for that flight, then SACL may allocate the check-in counters at the opposite end of the side of counters to the service counter on that side.

6.3

SACL has complete discretion in relation to any changes to your Counter Position allocation after they have been allocated for a season, and only bona fide requests will be considered.

6.4

When requesting a change to your allocation, you must indicate whether the change is a permanent change or a temporary change, and the following rules will apply.

6.5

In the case of a *permanent change* (ie. to apply from the time SACL approves your request until the end of the then-current season), SACL will consider a request by you to change your allocation provided:

- (a) you have made a request to SACL in writing at least 14 days before the change is to take effect;
- (b) in the case of a reduction in your allocation ACA has confirmed to SACL the reduction in your slot allocation for the rest of the then-current season;
- (c) SACL considers that the change you have requested is reasonable, having regard to the nature of the change to your schedule; and
- (d) SACL has confirmed the change to you in writing.

6.6

In the case of a *temporary change* (ie. to apply for the period requested by you and approved by SACL), SACL will consider a request by you to change your allocation provided:

- (a) you have made a request to SACL in writing at least 24 hours before the change is to take effect; and
- (b) SACL has confirmed the change to you in writing.

Booked Seasonal Check-In Counter Charges

Airline Request	9 a Side Counter Islands	Charged at	12 a Side Counter Islands	Charged at
Booked Check-In Counters	7 or more	9	10 or more	12

6. Changes to your allocation

6.1 Notwithstanding any other provision of these procedures, SACL reserves the right to change your allocation of Counter Positions for operational reasons (for example, where a Counter Position is unusable, or for security reasons) at any time. In that case, SACL will give you as much notice as it reasonably can of the change.

6.2 If you wish to change your allocation of Counter Positions after SACL has allocated them to you for a season, you must make a request in writing to SACL's Manager, Operations Planning (facsimile no: 8338 4986).

6.7

Until SACL approves the change, you will be liable to pay SACL (in accordance with the Licence) for your use of the Counter Positions allocated to you at the beginning of the season. This applies whether you request a permanent change or a temporary change to your scheduled allocation.

7. Allocation of baggage sortation rooms

In accordance with the Licence, you must use the baggage sortation room that corresponds to those Counter Positions allocated to you as follows:

Counter island	Baggage sortation room
A-D	Pier B
E-F	Pier B/C (determined by SACL at the beginning of each season and subject to change from time to time)
G	Pier B/C (determined by SACL at the beginning of each season, and subject to change from time to time)
H-K	Pier C

8. Meaning of words

- ACA means Airport Coordination Australia Pty Ltd, which is responsible for slot management at Sydney Airport.
- Counter Positions means, as at the commencement of the Summer for 2001 at T1:
 - (a) 192 check-in counters; and

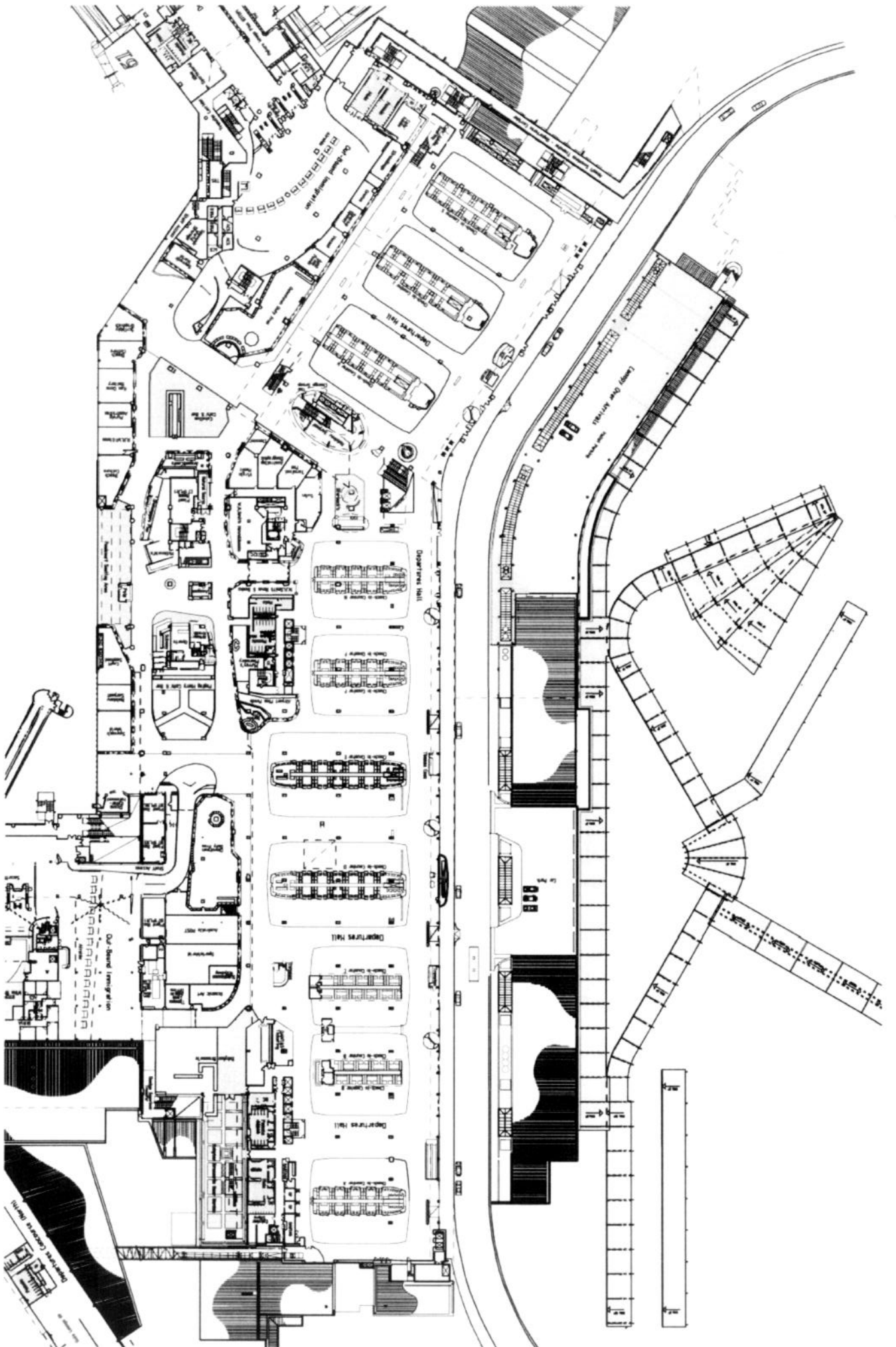
(b) 22 service counters (44 counter positions).

- Licence means the Licence To Use Common User Terminal Equipment At Sydney International Terminal between you and us.
- SACL means Sydney Airports Corporation Ltd (ACN 082 578 809).
- T1 means the Sydney International Terminal.

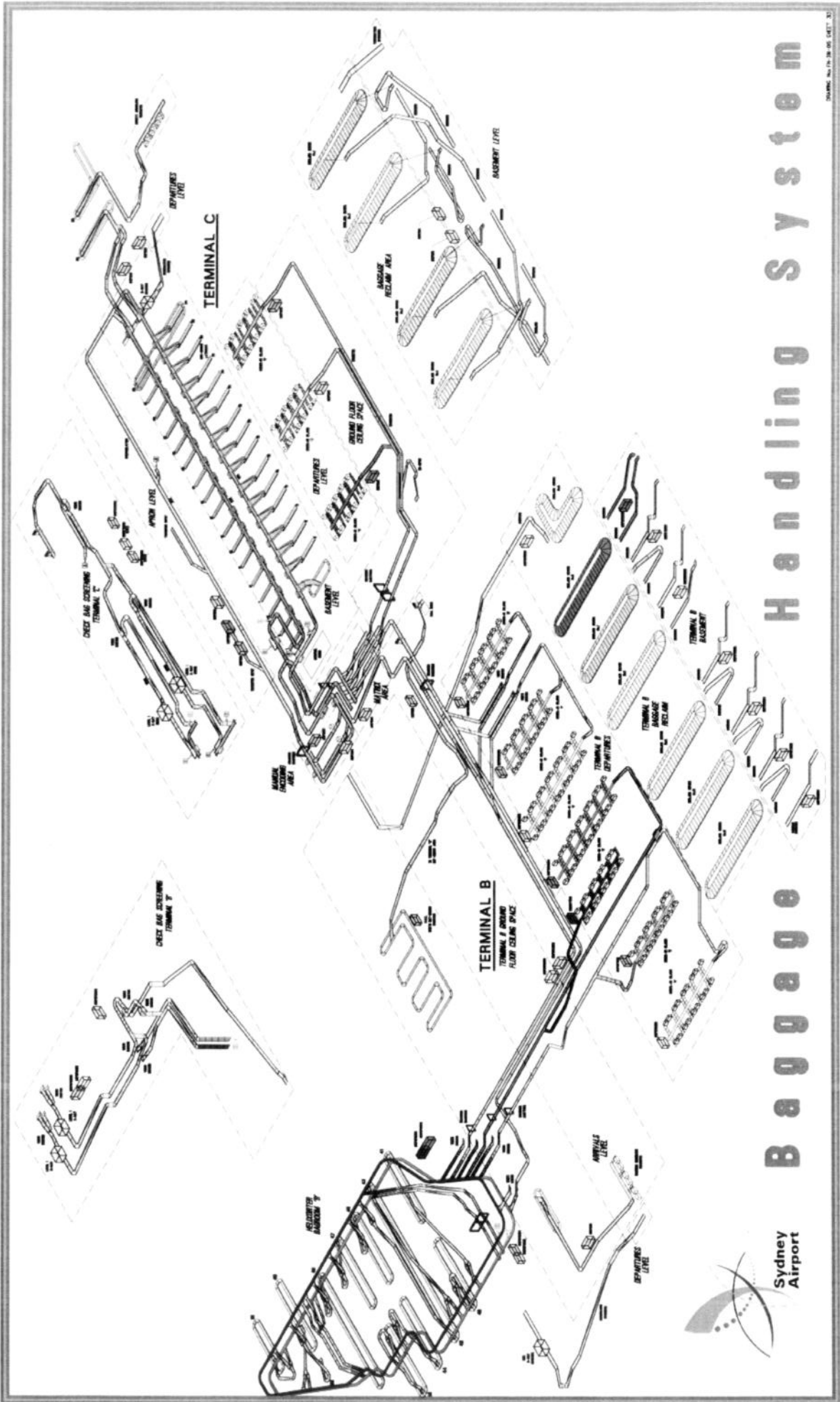
9. Attachments

- Attachment A – T1 check-in and service counters.
- Attachment B – T1 Outwards Baggage Room & Pier Locations.

Attachment A – SIT check-in and service counters



Attachment B – SIT Outwards Baggage Room & Pier Locations



Handling System

Baggage



Sydney Airport

ATTACHMENT E

Form of Bank Guarantee acceptable to us

(clause F22)

TO: SYDNEY AIRPORT CORPORATION LIMITED (ACN 082 578 809)
 Central Terrace Building
 10 Arrivals Court
 Sydney International Airport NSW 2020
 (“Principal”)

GUARANTEE

ON ACCOUNT OF [] (ACN) (“Customer”)

[# Insert name of Bank] (“**Bank**”) at the request of the Customer, undertakes unconditionally and irrevocably to pay on demand to the Principal any amounts which the Principal may demand from time to time in respect of the Customer’s obligations to the Principal, up to [\$ #], in relation to the Customer’s use of the [Check-in Counter Equipment] in the International Terminal at Sydney (Kingsford Smith) Airport.

The Bank will pay the amounts to the Principal without referring the demand to the Customer, and even though the Customer may tell the Bank not to pay the money.

This guarantee continues in force until the earlier of:

- the Principal advising the Bank in writing that the Principal no longer requires this guarantee;
- the original of this guarantee is returned to the Bank; or
- the Bank paying to the Principal the whole of the amount of the guarantee (or the balance, if the Bank has already paid part).

The Bank may terminate this guarantee at any time (and without the Principal requiring it to do so) upon paying the Principal the whole of the amount of the guarantee (or the balance, if the Bank has already paid part) or any lesser amount the Principal is prepared to accept.

This guarantee is subject to the Uniform Rules for Demand Guarantees of the International Chamber of Commerce (Publication 458). Where this guarantee is inconsistent with the Rules, this guarantee prevails.

Dated:

**Signed by
 for and on behalf of [insert name of
 Bank] in the presence of**

Execution page

EXECUTED as an agreement

SIGNED for and on behalf of **SYDNEY AIRPORT CORPORATION LIMITED** by an authorised officer

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

)
)
)
)
) Signature of authorised officer
)
)
) Name of authorised officer
) (BLOCK LETTERS)

SIGNED for and on behalf of
by an authorised officer

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

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) Signature of authorised officer
)
)
) Name of authorised officer
) (BLOCK LETTERS)
