

Gladstone Airport Conditions of Use

Cancellation of previous conditions

These conditions replace and cancel all previous agreements and arrangements between you and us concerning your use of the airport and the services. However, rights that exist at the time of cancellation are not affected.

What are these conditions about?

These are the conditions under which you use the airport and the services and are current until we vary them as set out below.

These conditions only apply to the extent that you do not have a separate contract with us about your use of the airport and the services.

Please read these conditions carefully as using the airport or any of the services you acknowledge your acceptance of these conditions.

Throughout this document where it is stated 'we', 'us', 'ourselves' and 'our' means Gladstone Airport Corporation (ABN 27 300 231 899).

you and **your** includes:

- a) the legal owner of an Aircraft which uses the Airport, or any Service provided at the Airport;
- b) the Operator of an Aircraft which uses the Airport, or any Service provided at the Airport;
- c) the pilot of an Aircraft which uses the Airport, or any Service provided at the Airport;
- d) any person or company which has any type of interest in an Aircraft which uses the Airport, or any Service provided at the Airport;
- e) any person or company which uses the Airport, or any Service provided at the Airport;
- f) the holder of the Certificate of Registration for an Aircraft which uses the Airport or any Service provided at the Airport, jointly and severally (except to the extent that the proportionate liability provisions under the Civil Liability Act 2003 (Qld) apply), and your legal personal representatives, successors and assigns.

Questions?

If you have any questions about these conditions or the operation of the Airport you should contact the Chief Executive Officer, Gladstone Airport Corporation, +61 (07) 4977 8800 or email admin@gladstoneairport.com.au.

5. Access to Airside Security Restricted Areas

5.1 You acknowledge and agree that access to any Airside areas is restricted to those persons:

- (a) having authority to access the Airside area;
- (b) holding and displaying a valid ASIC or escorted by a person holding and displaying a valid ASIC; and
- (c) having a lawful requirement to access Airside security restricted areas,

and that you must not permit or authorise any person to access the Airside other than in accordance with the Security Laws.

5.2 You, as an Aircraft Operator or Aircraft Owner, must ensure all persons using the Aircraft or any of the Services in relation to the relevant Aircraft, comply with the Relevant Laws including, without limitation, the Security Laws.

5.3 You must not operate a vehicle Airside or operate a piece of mobile equipment Airside unless and until:

- (a) you hold a valid ASIC;
- (b) hold a valid VIC and are escorted by a valid ASIC holder; and
- (c) you hold all appropriate approvals and permits for the use of vehicles and motorised mobile equipment Airside as required by us from time to time.

6. Ground Handling Agent

6.1 In respect of Ground Handling Agent:

- (a) if you carry out your own Ground Handling Agent, you must consult with and negotiate commercial terms and conditions with us for the provision of necessary space.

7. Moving Aircraft

7.1 We may direct that you:

- (a) move your Aircraft to another position at the Airport; or
- (b) remove your 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.,

7.2 If you do not comply with our direction within the time specified by that direction, and provided that we have made all reasonable attempts to contact you, we may move or remove the aircraft 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.

8. Payment of Charges

- 8.1 You must pay us the Charges.
- 8.2 The amount of the Charges is calculated in accordance with Schedule 1, as varied from time to time as or agreed.
- 8.3 Notwithstanding the issuing or otherwise of any invoice by us or our agent, the Charges are due and payable when you use the Airport or the Services at the Airport (as applicable), and must be paid:
- (a) the date your Aircraft leaves the Airport; or
 - (b) within 14 days after the date of the use of the Airport to which the relevant Charges relate,
- unless you have made Other Payment Arrangements with us.
- 8.4 You must not make any set-off against or deduction from any Charges.
- 8.5 You will be liable for Charges whether or not your Aircraft was used with your permission.
- 8.6 For the avoidance of doubt, you may be liable to pay additional Charges in relation to services not covered by these conditions, including the Excluded Services.

9. Varying Conditions (including Charges)

- 9.1 We may vary these conditions (including by imposing additional Charges or varying existing Charges) at any time.
- 9.2 Any variation under clause 9.1 will take effect from the date nominated by us, provided that we publish the proposed changes to these conditions on our website at least 30 days before the nominated date, unless the safety or security of the Airport is affected, in which case the change will have immediate effect.
- 9.3 At our absolute discretion, we may at your request vary these conditions as they apply to you, but that variation must be agreed in writing and must comply with all Relevant Laws.

10. Payment Method

- 10.1 Payments to us may be made via Direct Debit, Credit or Debit cards.
- 10.2 You may apply to us for a credit account in relation to the Charges you may incur.
- 10.3 We may require that your application be accompanied by a completed credit application (in the form we determine from time to time). Based on that application and reports issued by any credit rating agency, we will determine the extent (if any) to which we will extend you credit. As a condition of extending you credit, we may require a bank guarantee or bond in our favour on terms satisfactory to us.
- 10.4 If you hold a credit account with us, we may at any time require you to submit a completed credit application so that we can review the extent (if any) to which we will continue to extend you credit. If we decide to continue extending you credit, we may as a condition of doing so require a bank guarantee or bond in our favour on terms satisfactory to us. If we decide to discontinue extending you credit, the balance then owing on your credit account becomes due and payable immediately.
- 10.5 If you do not hold a credit account with us, we may require you to pay the Charges you incur before you remove your Aircraft from the Airport.

11. Failure to Pay

- 11.1 You must notify us immediately you become aware that you will or might be unable to pay a Charge in accordance with these conditions.
- 11.2 Neither your giving, nor our receipt, of that notice, affects our rights under these conditions.
- 11.3 If you do not pay an amount you owe us on time, you are liable to pay interest on that amount from and including the date that it was first due and payable to and including the day you pay it in full and all interest accrued on it.
- 11.4 Interest will be calculated daily at the Interest Rate.
- 11.5 We may recover from you amounts you owe in relation to the use of the Airport or any Service.
- 11.6 You must pay all our costs on a full indemnity basis in recovering from you any money due to us under these conditions.

12. Extended Failure to Pay

- 12.1 If you do not pay the charges within the prescribed period (indicated on the invoice), GAC will carry out its debt management and recovery processes. We may also do any one or more of the following:
- (a) charge you interest from the date the charges became payable, calculated daily at the Interest Rate, capitalising on the first day of each month;
 - (b) charge for all costs in relation to debt recovery;
 - (c) refuse to allow any or all of your aircraft to use our Facilities and Services;
 - (d) use any reasonable means to detain any of your aircraft until you have paid all due charges, interest and any other costs related to these charges;
 - (e) issue a notice directing that you remove any or all of your Aircraft from our Airport and if you fail to comply with our notice within 21 days of us issuing the notice, we may:
 - (f) remove your Aircraft from our Airport and add the costs associated to the amount owing by you to us; or
 - (g) deem the Aircraft to have been abandoned and may treat the title to the Aircraft as having been irrevocably transferred to us; and/or
 - (h) commence proceedings against you for all monies due and payable.
- 12.2 For the removal of doubt, the remedies specified under clause 12 are not exhaustive and do not operate so as to limit our remedies in the event of a breach by you of this clause. We reserve our rights entirely in relation to any other remedial action afforded to us by law.
- 12.3 Unless we give you written consent, you are not entitled to make any set-off against, or deduction in relation to, the charges for using our Facilities and Services.

13. Disputes

- 13.1 If you notify us within 7 days of a Charge being due and payable **OR** the date of an invoice for a Charge that you dispute any part, or all of, the payment of the Charge, and in our reasonable opinion you have grounds to dispute such payment, we will negotiate with you in good faith with a view to resolving the dispute. If only part of a Charge is disputed, you must pay the remainder by the due date.
- 13.2 If, in our reasonable opinion, you have no reasonable grounds for disputing the payment of a Charge, you must pay the invoice by its due date or, if that has passed, immediately.

14. General Public Car Park Conditions of Entry

By entering or using the car park you are agreeing to the following conditions of entry and use (**Terms**). If you do not agree to these Terms you must leave the car park immediately and you will not be charged.

- 14.1 You enter and use the car park at your own risk.
- 14.2 You must comply with all rules and directions displayed on the property and any instructions given by us and must not cause any obstruction. We may enter, move or tow away your vehicle if we decide reasonably that it is necessary for operational or safety reasons. We may issue you with an infringement notice and/or charge you a reasonable amount for moving your vehicle if you breach these Terms or Council local laws.
- 14.3 Parking fees will be charged in accordance with the schedule of fees displayed. You must pay us the parking fees upon demand. Your vehicle will not be released until all parking fees, charges and costs are paid to us.
- 14.4 You must retain your parking ticket until payment of the parking fees. If you lose your ticket you will be charged the maximum car parking fee applicable at the time the ticket is declared as lost.
- 14.5 To the extent permitted by the Australian Consumer Law (ACL), for services other than services of a kind ordinarily acquired for personal domestic or household use or consumption we limit our liability (including for negligence by us), to supplying the services again or paying the cost of having the services supplied again, and you release us from any claim which you may otherwise have against us for such damage.
- 14.6 You must pay us for any damage caused by you or your vehicle to our property.
- 14.7 To the extent permitted by the ACL, you must indemnify us against any claim brought against us and any cost, loss or expense we suffer that arises or is in any way connected with your breach of these Terms, your vehicle or your use of this car park. Your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default.

15. Employee Car Park Conditions of Entry

By entering and/or using the car park you are agreeing to the following conditions of entry and use (Terms). If you do not agree to these Terms you must leave the car park immediately and you will not be charged.

- 15.1 You enter and use the car park at your own risk.
- 15.2 You must comply with all rules and directions displayed on the property and any instructions given by us and must not cause any obstruction. We may enter, move
- 15.3 or tow away your vehicle if we decide reasonably that it is necessary for operational or safety reasons. We may issue you with an infringement notice and/or charge you a reasonable amount for moving your vehicle if you breach these Terms or Council local laws.
- 15.4 To the extent permitted by law (including, the Australian Consumer Law, Work Health and Safety Act 2011 (Qld) and the Workers Compensation and Rehabilitation Act 2003 (Qld)), for services other than services of a kind ordinarily acquired for personal domestic or household use or consumption we limit our liability (including for negligence by us), to supplying the services again or paying the cost of having the services supplied again, and you release us from any claim which you may otherwise have against us for such damage.
- 15.5 To the extent permitted by law (including but not limited to the Australian Consumer Law, Work Health and Safety Act 2011 (Qld) and the Workers Compensation and Rehabilitation Act 2003 (Qld)), we limit our liability to you or anyone else in your vehicle for:
- (a) injury to you or anyone else;
 - (b) damage, destruction and theft of property including your vehicle and anything in or on your vehicle; or
 - (c) damage or destruction of anyone else's property including other vehicles; however so caused, including as a result of our own negligence to the obligation to supply the services again or the payment of the cost of having the services supplied again, and you release us from any claim which you may otherwise have against us for such damage
- 15.6 To the extent permitted by law, you must indemnify us against any claim brought against us and any cost, loss or expense we suffer that arises or is in any way connected with your breach of these Terms, your vehicle or your use of this car park. Your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default.
- 15.7 You must pay us for any damage caused by you or your vehicle to our property.

23. Miscellaneous

- 23.1 Nothing in these conditions limits any action against you that we may take to recover amounts you owe us.
- 23.2 These conditions are governed by the laws of Queensland. You and we agree to take legal proceedings in connection with these conditions only in the courts of Queensland and courts of appeal from them.
- 23.3 All notices and other communications from us to you in connection with these conditions must be in writing.
- 23.4 They must be:
- (a) left at your address last known to us;
 - (b) sent by prepaid ordinary post to that address;
 - (c) sent by email to your email address last known to us; or
 - (d) given in any other way permitted by law.
- 23.5 They take effect from the time they are received unless a later time is specified.
- 23.6 If sent by post, they are taken to be received 3 days after posting.

24. Definitions and Abbreviations

Aerodrome Emergency Plan (AEP) – means the emergency plan developed by the Airport to co-ordinate all agencies (and their individual airport emergency procedures) when dealing with an airport emergency.

Aerodrome Manual - the manual detailing the safety requirements necessary for the licensing of Gladstone Airport pursuant to the Civil Aviation Regulations, Part 139.

Aeronautical Charges - the charges set out in Schedule 1 of this document.

Aeronautical Services - Facilities and Services means our aircraft movement, parking and passenger processing facilities and services.

After Hours Charge - means the hourly rate charged for the use of the Airport and Services outside the Airport's published operating hours set out in Schedule 1.

Aircraft - means and includes fixed wing aircraft, helicopters, balloons powered or un-powered, unmanned aerial vehicles and their parts and accessories, equipment and stores.

Aircraft Operator - means the person whose name appears on the Aircraft Register as the operator of the Aircraft, the holder of the Certificate of Registration with respect to the Aircraft or any person who, with the authority of the holder of the Certificate of Registration for the Aircraft and our written acceptance, operates that Aircraft when it arrives at or departs from the Airport as the case may be.

Aircraft Owner - means the person named on the Certificate of Registration as being the owner of the Aircraft.

Airport - means the physical site known as Gladstone Airport and all adjacent lands and roads leased, operated or controlled by the Gladstone Airport Management.

Airport Facilities - means the buildings, water and electrical services, ramp or apron areas, plant, fixed equipment and other fixed items located at the Airport and leased, owned, operated, controlled by GAC.

Airport Security Services Charge - means the charges for providing the Airport Security Services as set out in Schedule 1.

Airport Security Services - means that part of the Services provided by us under these conditions for the safety and security of the Airport, which include:

- a) security screening;
- b) checked bag screening; and
- c) other services required by a Relevant Law or any government, statutory, public or other authority having jurisdiction of the Airport or any matter or thing relating to the Airport (including the Cyber and Infrastructure Security Centre (CISC)) and any additional security measures we are required to take or which we undertake through third parties.

Airside – means the movement area of an aerodrome, adjacent terrain and buildings or portions thereof, access to which is controlled as described in Annex 17 to the Convention of International Civil Aviation.

Australian Consumer Law - means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

Baggage Handling System (BHS) - refers to the baggage handling system and associated services that transports baggage from the check-in counters to the make-up laterals. It also refers to the arrivals baggage system and associated services that transports baggage to arriving passengers. It does to refer to the physical handling of aircraft / passenger baggage at any time.

CASA - means the Civil Aviation Safety Authority.

Charter Operations – means air service operations where either the Aircraft is used for the carriage of passengers and/or cargo but not conducted in accordance with fixed schedules or the air service operation is not available to the general public on a regular basis.

Checked Baggage Screening (CBS) - an aeronautical infrastructure charge associated with Australian Federal Government mandated security screening of all departing passenger checked baggage. This applies to departing domestic and international services that require CBS.

Conditions of Use - means this document, including any schedule or annexure to it.

Cyber and Infrastructure Security Center (CISC) - is part of the Federal Governments Department to Home Affairs.

FIDS - means the Flight Information Display Systems provided by us in the Terminal and elsewhere at the Airport.

General Aviation (GA) – means all Civil Aviation Operations other than Regular Public Transport operations (RPT).

Ground Handling Agent - means the provision of some or all of the following services, usually by an airline or their nominated ground handling agent: (a) passenger check-in; (b) baggage handling; (c) aircraft cleaning and catering; (d) aircraft maintenance; (e) aircraft engineering.

GST - has the meaning given in the GST Law.

Interest Rate - the annual rate of interest as prescribed by Gladstone Airport from time to time.

Maximum Take-Off Weight (MTOW) - the maximum take-off weight as defined in the certificate of airworthiness or flight manual of the operating Aircraft.

Non-excludable Obligation - means any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other Relevant Law, that cannot be excluded, restricted or modified without:

- (a) contravening the Australian Consumer Law or other Relevant Law; or
- (b) causing any of these conditions to be void.

NOTAM - means Notice to Airmen and published in accordance with the Gladstone Aerodrome Manual.

Operating Crew - Aircraft Operators' employees operating as flight or cabin crew on arriving or departing aircraft at Gladstone Airport.

Other Payment Arrangements - means arrangements for the payment of Charges of the kind described in clauses 10.2 or 10.4.

Passenger Service Charge (PSC) - is the charge for use of the terminal building facilities, aerodrome infrastructure and services required for the processing of passengers.

RPT Operator - means a person/company undertaking Regular Public transport Operations.

Security Laws - means any present or future law, or any lawful obligation, arising under the Aviation Transport Security Act 2004 (Cth) and the Aviation Transport Security Regulations 2005 (Cth).

Schedule 1 - Charges

Airport Facilities and Services	Unit	Fee / Charges (\$) GST incl.
Airline RPT and Commercial Charter Operations		
Passenger Service Charge - Embarking and Disembarking Passengers	Commercial in Confidence	Price on Request
Airport Security Services Charge	Commercial in Confidence	Price on Request
Airport Reporting Officer After Hours Charge Escort Fee	<ul style="list-style-type: none"> ▪ per hour or part thereof ▪ call out ▪ between 6am-9pm 	\$145.00 \$340.00 \$60.00
Aircraft Landing Charge	per 1000kg MTOW	\$9.70
Terminal Apron - Aircraft Parking Charge	<ul style="list-style-type: none"> ▪ first hour ▪ 1 to 8 hours ▪ 8 to 24 hours ▪ per day and part thereafter 	\$30.00 \$70.00 \$140.00 \$210.00
General Aviation Aprons - Aircraft Parking Charge	per day or part thereof per 1000kg MTOW	\$10.00
Commercial Rotary Wing Aircraft Operations		
Landing Charge - Aircraft < 2000kg		\$15.00
Landing Charge - Aircraft > 2000kg	per 1000kg MTOW	\$17.90
Aircraft Parking	Flat rate per day	30.00

Airport Facilities and Services	Unit	Fee / Charges (\$) GST incl.
Recreational Aircraft Operations		
Landing Charge - Aircraft < 2000kg		\$15.00
Landing Charge - Aircraft > 2000kg	per 1000kg MTOW	\$17.90
Aircraft Parking	<ul style="list-style-type: none"> ▪ per day ▪ annual 	\$10.00 \$550.00

Car Parking		
Public Car Park - Short Term	First half hour 1/2hour to 1 hour 1 hour to 2 hours 2 hours - 5 hours 5 hours - 10 hours 10 hours - 24 hours each additional 24 hours	No Charge \$4.50 \$7.50 \$14.50 \$25.00 \$37.00 \$37.00
Public Car Park - Long Term	0 - 24 hours 2 days 3 days 4 days 5 days 6 days 7 days each additional day	\$24.00 \$46.00 \$68.00 \$86.00 \$101.00 \$116.00 \$131.00 \$15.00
Lost Parking Ticket	per car park use	\$393.00
Security		
VIC Pass	per issue	\$40.60

Schedule 2 - Contact Details

Gladstone Airport Corporation

ABN: 27 300 231 899

Street address: 31 Aerodrome Road
Gladstone, Queensland 4680

Postal address: PO Box 7200
Kin Kora, Queensland 4680

Telephone: (07) 4977 8800 (Administration office: Monday – Friday 9.00am– 4.30pm)

Email: admin@gladstoneairport.com.au

Website: www.gladstoneairport.com.au

When information is required by these conditions to be provided in writing, it must be provided to the above address, preferably electronically to the listed email address. Any queries regarding the Airport Charges or Airport Security Services Charges must be sent in the first instance to the Finance Department at airport.accounts@gladstoneairport.com.au.

Schedule 3 - Information Requirements

1. Charter Operations

Prior to using, and during your use of, the Airport for Charter Operations, you must:

- (a) use your best endeavours to give us 7 days' notice each time you intend to use the Airport; and
- (b) prior to using the Airport provide the following information, and any other information reasonably required by us and notified to you from time to time:
 - (i) your name, address, ABN and contact details;
 - (ii) evidence that you have in place emergency procedures in connection with all potential threats to Passengers, cargo and the Airport and Services as appropriate to your operations and at least to the standard required to comply with the Aerodrome Emergency Plan;
 - (iii) the names, addresses, telephone numbers (business and after hours), facsimile numbers, email addresses and all other contact details of your key Personnel so that we can contact any of them at any time about emergencies, security, operational or financial matters in connection with you using the Airport and Services;
 - (iv) evidence of the insurance policies you hold that are consistent with the requirements of clause 21 and confirmation that these policies will remain current at all times when you are using the Airport and Services;
 - (v) arrangements for Ground Handling Agent for passengers and cargo if required for your operations;
 - (vi) arrangements for the repositioning of stationary Aircraft;
 - (vii) details of the type, registration, configuration and MTOW of each Aircraft which you intend to use at the Airport; and
 - (viii) a completed Charter Request form in accordance with this Schedule.

In the event that any information provided by you under this clause changes, you must notify us of any change within one month of the change taking effect. If you do not provide the information required under this clause:

- (c) we may obtain relevant information from the CASA register and any equivalent aircraft registration bodies (as appropriate), and:
 - (i) we will determine the MTOW for the Aircraft based on the information we obtain; and
 - (ii) the registered Aircraft Owner and/or Aircraft Operator as indicated on the CASA and/or equivalent international aircraft registration bodies register will be held jointly and severally liable in relation to all costs and Charges levied (except to the extent that the proportionate liability provisions under the Civil Liability Act 2003 (Qld) apply); and
- (d) we will calculate and level our Charges based on the information we obtain, including the registered MTOW as published by the Aircraft manufacturer or CASA.

2. General Aviation Operations - Notification Requirements

If you are using the Airport for General Aviation Operations, you must:

- (a) prior to using the Airport provide the following information, and any other information reasonably required by us and notified to you from time to time:
 - (i) your name, address, ABN and contact details;
 - (ii) evidence of the insurance policies you hold that are consistent with the requirements of clause 21 and confirmation that these policies will remain current at all times when you are using the Airport and Services;
 - (iii) arrangements for the repositioning of stationary Aircraft;
 - (iv) confirmation of the ownership details for all Aircraft using the Airport;
 - (v) details of the type, registration, configuration and MTOW of each Aircraft which you intend to use at the Airport; and
 - (vi) a completed Notification of Aircraft Details form in accordance with this Schedule.

In the event that any information provided by you under this clause changes, you must notify us of any change within one month of the change taking effect. If you do not provide the information required under this clause:

- (b) we may obtain relevant information from the CASA register and any equivalent aircraft registration bodies (as appropriate), and:
 - (i) we will determine the MTOW for the Aircraft based on the information we obtain; and
 - (ii) the registered Aircraft Owner and/or Aircraft Operator as indicated on the CASA and/or equivalent international Aircraft registration bodies register will be held jointly and severally liable in relation to all costs and Charges levied (except to the extent that the proportionate liability provisions under the Civil Liability Act 2003 (Qld) apply); and
- (c) we will calculate and levy our Charges based on the information we obtain, including the registered MTOW as published by the Aircraft manufacturer or CASA.

3. All Aircraft and Aircraft Operators - Notification Requirements

For the avoidance of doubt:

- (a) for all Aircraft and Aircraft Operators, you are responsible for ensuring that written notification is given to us:
 - (i) if the ownership of any Aircraft being operated from the Airport changes; or
 - (ii) if the Aircraft Operator of any Aircraft operated from the Airport changes;
- (b) if you do not provide the information required under this Schedule (as applicable), we will calculate and levy our Charges based upon the presumption that the Aircraft continues to be operated and/or owned by you and you agree to pay those Charges.