

Conditions of Use

effective 1 July 2024



Gladstone
Airport Corporation

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.

Contents

1.	Use of Airport	4
2.	Currency	5
3.	Compliance with Laws, Policies and Procedures	5
4.	Safety, Security and Screening Generally	5
5.	Access to Airside Security Restricted Areas	6
6.	Ground Handling Agent	6
7.	Moving Aircraft	6
8.	Payment of Charges	7
9.	Varying Conditions (including Charges)	7
10.	Payment Method	7
11.	Failure to Pay	8
12.	Extended Failure to Pay	8
13.	Disputes	9
14.	General Public Car Park Conditions of Entry	9
15.	Employee Car Park Conditions of Entry	10
16.	Use of Airport and Services After Hours	11
17.	Release and Indemnity	12
18.	Statutory Terms	12
19.	Security (Bank Guarantee)	13
20.	Insurance	13
21.	GST	14
22.	Privacy	14
22.1	Application of clause	14
22.2	Our obligations.....	14
22.3	Our rights	14
22.4	Your obligations	15
23.	Miscellaneous	16
24.	Definitions and Abbreviations	17
	Schedule 1 - Charges	19
	Schedule 2 - Contact Details	21
	Schedule 3 - Information Requirements	22
1.	Charter Operations.....	22
2.	General Aviation Operations - Notification Requirements.....	23
3.	All Aircraft and Aircraft Operators - Notification Requirements	23

1. Use of Airport

- 1.1 These are the conditions under which you use our Airport and any Services at our Airport. By using the Airport or any of the Services you acknowledge your acceptance of these conditions.
- 1.2 You agree that:
- (a) access to our Airport and provision and use of Services is subject to:
 - (i) your payment of the Airport Charges and Airport Security Services Charges;
 - (ii) your good conduct and compliance with reasonable and lawful directions given by GAC employees;
 - (iii) compliance with all relevant legislation: and
 - (iv) the demands of other users of the Airport;
 - (b) use of the Airport and the Services may be constrained by Relevant Law;
 - (c) except as otherwise specified, these conditions apply in relation to:
 - (i) RPT Operations;
 - (ii) General Aviation Operations;
 - (iii) Charter Operations;
 - (d) International Operations may be conducted at the Airport subject to regulatory approvals; and
 - (e) we may close all or any part of the Airport and withdraw all or any of the Services, for any period we consider appropriate when in our opinion it is reasonably necessary to do so, including (but not limited to) for operational, safety, security, upgrade, development, construction or maintenance reasons or because of events beyond our control.
- 1.3 You agree that these conditions must be read in conjunction with applicable Commonwealth, state and local laws, including, but not limited to, Local Law No. 5 (Parking) 2011 and Subordinate Local Law No. 5 (Parking) 2011.
- 1.4 You accept that, where we have a contractual or other relationship with you in respect of your use of the Airport or the Services, unless otherwise specified, those conditions will not prevail, to the extent of any inconsistency, over anything in these conditions.
- 1.5 If you are using the Airport for RPT Operations, Charter Operations, General Aviation Operations, or otherwise in relation to Aircraft, you must provide us with information as required under Schedule 3 (as applicable).

2. Currency

- 2.1 These conditions take effect from the effective date specified on the front page of these conditions and, as varied according to clause 9, are current until we replace them.
- 2.2 We may waive compliance with all or any of these conditions for a period, indefinitely or permanently. However, a waiver will only be effective if it is in writing.

3. Compliance with Laws, Policies and Procedures

- 3.1 When using our Airport or any Service at our Airport you must comply with:
- (a) Relevant Laws;
 - (b) these Conditions of Use;
 - (c) Airport Rules;
 - (d) directions from anyone entitled by any Relevant Law to give them.
- 3.2 You are responsible for familiarising yourself with those matters referred to in clause 3.1.
- 3.3 You must not do anything which may cause us to breach any Relevant Law.
- 3.4 Nothing in these conditions operates to exclude, restrict or modify the application of any Non-Excludable Obligation.

4. Safety, Security and Screening Generally

- 4.1 You must comply with any safety or security requirement of which we notify you from time to time, including (but not limited to) our security policies as amended from time to time, including those policies in relation to, or which implement the requirements of the Security Laws.
- 4.2 You acknowledge that you or your Aircraft may be subject to inspection and screening before accessing, and while present on, the Airside of the Airport.
- 4.3 If we elect to, or, by Relevant Laws, are required to, provide any Airport Security Services or arrange for any policing or other security services at the Airport, you must pay the Airport Security Services Charges in accordance with clause 8.

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.

16. Use of Airport and Services After Hours

- 16.1 Subject to this clause 16, you must not use the Airport or Services outside of the Airport's published operating hours (as notified by us from time to time) unless:
- (a) you have our prior written permission to do so; and
 - (b) arrangements have been put in place to facilitate your use of the Airport and Services outside of the Airport's published operating hours.
- 16.2 You must notify us as soon as practicable that you require use of the Airport and Services outside of the Airport's published operating hours (for example, the late arrival of a RPT Operations flight).
- 16.3 You acknowledge that we incur additional costs, including employment and other costs, in keeping the Airport open beyond normal operating hours where you operate outside of these times and that we are entitled to levy the After Hours Charge on your use of the Airport Facilities and Services in these circumstances
- 16.4 If you operate outside the published operating hours, you agree to pay the After-Hours Charge:
- (a) in addition to any other Airport Charges and Airport Security Services Charges which may be applicable; and
 - (b) in hourly blocks, notwithstanding that the Airport was only kept open for part of an hour.
- 16.5 We will not charge the After Hours Charge if the Airport only remains open for an additional 30 minutes which occurs either immediately before or immediately after the published operating hours. However, use of the Airport before or after this 30-minute period will be charged for at least the first full hourly After Hours Charge.

17. Release and Indemnity

- 17.1 We are not liable for, and you indemnify us against:
- (a) any loss or damage caused for any reason to an aircraft, its equipment, its load or the property of its crew or passengers at the Airport; or
 - (b) any personal injury caused for any reason to the crew or passengers of, or persons servicing an aircraft at the Airport, unless, and then only to the extent, caused by our negligence.
- 17.2 We are also not liable for, and you indemnify us against
- (a) any loss you suffer for any reason because an Airport or any part of it is closed or any of our Facilities and Services at the Airport are unavailable;
 - (b) any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft;
 - (c) any consequential injury, loss or damage in connection with the use of or closure of any Airport (including anything referred to in (a) or (b) of this clause).
- 17.3 You are liable for, and you indemnify us against:
- (a) any damage your aircraft may cause to our property; and
 - (b) any costs we incur in detaining any of your aircraft under clause 12.1(d); and
 - (c) any claims for:
 - personal injury;
 - death to any person; and/or
 - loss or damage to property; which is caused or contributed to by you, unless, and then only to the extent that, the same is caused by our negligence.
- 17.4 You agree to indemnify us for any liability, loss, cost, charge or expense of the kind contemplated by clause 17 that is suffered or incurred by any of our officers, employees or agents.
- 17.5 You further agree to indemnify us for any costs we may incur in the recovery of any monies owed to us for the use of our Facilities and Services at the Airport, on a full indemnity basis, including but not limited to, court costs and filing fees, legal fees and disbursements, the costs of any necessary service provider and airport administration costs.

18. Statutory Terms

- 18.1 To the full extent allowed by law, we expressly exclude all conditions, warranties, guarantees, rights, remedies, liabilities, representations and other terms in connection with the use of the Airport or any Service which would otherwise be implied by any Relevant Law, statute, custom or the common law.

19. Security (Bank Guarantee)

- 19.1 Where applicable, you must on 30 days' notice provide us with a bank guarantee or bond in our favour to secure your obligations under these conditions.
- 19.2 The amount of the bank guarantee or bond will be the greater of:
- (a) \$10,000;
 - (b) the aggregate of the previous 3 months Charges paid or payable by you to us; or
 - (c) if we consider that this amount is inadequate to protect our legitimate interests, any other greater amount we consider reasonably necessary to protect our legitimate interests,
 - (d) and otherwise on terms we consider reasonably necessary to protect our legitimate interests.
- 19.3 We may on 30 days written notice require you to increase the amount of the bank guarantee or bond if:
- (a) you fail to pay any Charges; or
 - (b) you fail to comply with any of these conditions.
- 19.4 If you fail to pay any Charges or damage the Airport or the Services, we can call on the bank guarantee or bond without notice to you.
- 19.5 If we draw upon the bank guarantee or bond, you must immediately give us a replacement guarantee or bond for the amount required under this condition. You may be prohibited from using the facilities or services until such replacement is provided.

20. Insurance

- 20.1 You must at all times have a policy of insurance for at least \$20,000,000 (or such other amount as we may notify to you from time to time) insuring against all claims which may be brought against either you or us for personal injury (including death) and/or damage to property arising out of the use of an aircraft or other plant and equipment used by you or any other party you authorise to operate on your behalf at Gladstone Airport.
- 20.2 Your insurance must be valid for use in landside and airside areas at Gladstone Airport.
- 20.3 You must at all times when required by us produce evidence showing that the insurance is in force for the sum notified under this clause.
- 20.4 If you fail to insure as required by this clause, we may deny your aircraft or other plant and equipment used by you or any other party you authorise to operate on your behalf at Gladstone Airport.
- 20.5 The sum insured as stated in clause 20.1 or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance which we require you to maintain.

21. GST

- 21.1 All amounts referred to in these conditions are GST exclusive.
- 21.2 If GST is imposed on any supply made by us under these conditions, you must pay to us the amount imposed at the same time in addition to, and without setoff to, the amount you are required to pay us for the supply.
- 21.3 If GST is imposed on any supply by us under these conditions, we must give to you a tax invoice for the supply at the same time as you pay to us the full amount of the consideration payable for the supply in question.

22. Privacy

22.1 Application of clause

This clause 22.1 applies to Personal Information about you or your Personnel that we collect, use and disclose during the term of these conditions.

22.2 Our obligations

- (a) As a corporatised entity of the Gladstone Regional Council, we must ensure that all Personal Information collected by us is handled, accessed, amended, managed, transferred, used and disclosed in accordance with the Information Privacy Principles outlined in the Information Privacy Act.
- (b) We will provide access to an individual's Personal Information held by us to the individual to whom the Personal Information relates subject to:
- (i) your application under the Queensland Right to Information Act 2009; and
 - (ii) payment of any applicable access charges in accordance with the Information Privacy Act.
- (c) We will provide you with an opportunity to amend the Personal Information we hold about you if it is inaccurate, incomplete, out of date or misleading.

22.3 Our rights

- (a) You acknowledge and agree that we may collect from you, and you must provide to us, the Personal Information which is relevant to our operation of the Airport and for the purposes set out in this clause 22.
- (b) You acknowledge and agree that we may operate camera surveillance across the Airport, to ensure public safety and security, for the investigation and prosecution of criminal offences and management of the Airport. Footage will only be accessed by persons authorised to do so. Should an incident occur, footage may be provided to the Queensland Police Service for law enforcement purposes. Your information will not be given to any other person or agency unless authorised or required by law.
- (c) We may use and disclose the Personal Information collected under these conditions for any reason permitted by the Information Privacy Act and in accordance with clause 22.3(d).

22.3 **Our rights** (continued)

- (d) You agree to provide us with any Personal Information we require in relation to your use of the Airport and the Services and consent to your Personal Information being used or disclosed by us in connection with your use of the Airport and the Services, including for the purposes of:
- (i) calculating and collecting the Charges;
 - (ii) enforcing these conditions;
 - (iii) us obtaining legal, financial or other professional advice;
 - (iv) research by, or on behalf of, us;
 - (v) analysing and considering information concerning Airport usage, Passenger numbers, flight paths and security procedures;
 - (vi) managing and operating the Airport and the Airport site;
 - (vii) ensuring the safety and security of aviation and all persons using the Airport and the Services;
 - (viii) the purchase, development, sale, leasing or licensing of the whole or part of the Airport site (including disclosures to third parties for those purposes);
 - (ix) raising finance in connection with those uses;
 - (x) internal reporting;
 - (xi) marketing the Airport or other services offered by us to third parties including, but not limited to, tenants, occupiers and users of the Airport; and
 - (xii) uses specified in our privacy policy.
- (e) In addition, you acknowledge and agree that we may disclose your Personal Information where we are required to do so by a Relevant Law.

22.4 **Your obligations**

- (a) You acknowledge and agree that your failure to provide us with your Personal Information that we require for the purposes set out in this clause 22 is a breach of these conditions.
- (b) Where applicable, you must, if providing the Personal Information of someone other than yourself to us as required by these conditions, comply with the Information Privacy Act or the Privacy Act 1988 (Cth) (as appropriate and applicable) in respect of the collection, use and disclosure of that information (including obtaining relevant consents) and take all reasonable steps to ensure that the relevant individual is aware:
- (i) that the disclosure will be made to us of the information described in this clause 22.4; and
 - (ii) to the extent that it is otherwise necessary or appropriate, that you will comply with the Information Privacy Act or the Privacy Act 1988 (Cth).

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.