



Adelaide Airport Terms of Use

Effective: 1 July 2023

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Background

- A Adelaide Airport Limited (**AAL**) is the airport lessee company and operator of Adelaide Airport under a fifty (50) year lease (together with an option to extend for a further forty-nine (49) years) granted to it by the Commonwealth of Australia which commenced on 28 May 1998.
- B Except where an Aircraft Owner or Aircraft Operator has entered into an Aeronautical Services Agreement with AAL, AAL will provide Aeronautical Services, Government Mandated Services and Airport Facilities at the Airport to Aircraft Owners and Aircraft Operators, and Aircraft Owners and Aircraft Operators will receive these services as set out in these Terms.
- C These Terms do not apply to any areas at the Airport which are leased or licensed by AAL to any party.

Operative terms

1 Defined terms & interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in clause 1 of Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary or the GST Act, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Act, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Act.

1.2 Interpretation

The rules for interpretation of these Terms are contained in clause 2 of Schedule 1.

1.3 Inconsistency

These Terms do not replace, supersede, or override legislative requirements and if there is any inconsistency between the provisions of these Terms or the Airport Procedures any inconsistency will be resolved in the following order of priority from first to last:

- (a) Airport Procedures;
- (b) clauses 1 to 19 of these Terms; and
- (c) the provisions of any Schedule.

1.4 Effectiveness of this document

These Terms come into effect on 1 July 2023.

2 Acceptance of terms

- (a) These are the terms under which AAL will provide access to Aeronautical Services, Government Mandated Services and Airport Facilities, subject only to the extent of any inconsistency with any separate agreement in writing between AAL and the Aircraft Operator and/or Aircraft Owner.

- (b) Where an Aircraft Operator, in relation to an Aircraft, is not also the Aircraft Owner, the Aircraft Operator:
 - (i) enters into an agreement with AAL on these Terms, in its own right and also as agent for the Aircraft Owner; and
 - (ii) warrants and represents to AAL that it has capacity to do so.
- (c) By using any Aeronautical Services, Government Mandated Services and/or Airport Facilities, an Aircraft Operator and/or Aircraft Owner:
 - (i) shall be deemed to have accepted and be bound by these Terms;
 - (ii) withdraws any statement it has made, at any time, to the effect that it rejects, does not agree to or is not bound by, these Terms, immediately before taking the benefit of any goods or services provided by, or on behalf of, AAL to the Aircraft Operator pursuant to these Terms (and withdraws any such statement each and every time it takes the benefit of any such goods or services); and
 - (iii) acknowledges that:
 - (A) it has had the opportunity to read, take legal and/or accounting advice in respect of and has understood these Terms;
 - (B) it has exercised a choice to take the benefit of any goods or services provided by, or on behalf of, AAL to the Aircraft Operator pursuant to these Terms;
 - (C) in entering into an agreement with AAL, it has not relied on any warranty, representation, statement of fact or intention, expression of opinion, forecast, budget, estimate, projection forecast, projection, forward-looking estimate, forward-looking statement, expression of opinion, or other statement (whether express or implied, and whether oral or in writing) made by, or on behalf, of AAL; and
 - (D) in the absence of any other agreement with the Aircraft Operator and/or Aircraft Owner, AAL is only prepared to deal with the Aircraft Operator and/or Aircraft Owner on these Terms.
- (d) If AAL and an Aircraft Operator and/or Aircraft Owner are parties to an Aeronautical Services Agreement, on the expiry or termination of such an agreement, these Terms apply to the Aircraft Operator and/or Aircraft Owner to the exclusion of all other terms unless the parties enter into a further separate agreement which commences immediately on the earlier agreement ending.

3 Amendments

- (a) AAL may amend these Terms whenever it considers it necessary or desirable to do so. Ordinarily, AAL will amend these Terms no more than once per year.
- (b) AAL will have regard to AAL's service philosophy in Schedule 8 when determining any amendments to these Terms.
- (c) Subject to clause 3(f), AAL will provide three (3) months' notice of any amendment to these Terms by posting the new Terms on the AAL Website.
- (d) Any amendment to the Terms will become binding on the date specified as the commencement or effective date for the amended document comprising part of the Terms, which date is specified on the first page of these Terms.

- (e) Continued use of the Airport after amendment to the Terms will constitute acceptance of the amended Terms.
- (f) In the case of emergency or in any case where the safety or security of the Airport or the public is effected, AAL reserves the right to depart from these Terms with immediate effect.

4 Delivery of services and access to facilities

- (a) AAL will supply Aeronautical Services and Government Mandated Services to an Aircraft Operator:
 - (i) in accordance with:
 - (A) these Terms;
 - (B) all applicable laws and regulations;
 - (ii) with all due care and skill; and
 - (iii) otherwise in a manner consistent with industry best practice for a leading domestic and international airport.

For the avoidance of doubt, and subject to clause 12.6, nothing in these Terms is intended to limit AAL's obligations or liability in relation to any law under which AAL's obligations or liability cannot be so limited.

- (b) AAL will provide Aircraft Operators with access to Airport Facilities:
 - (i) as described in these Terms;
 - (ii) in accordance with its lease conditions pursuant to which it is authorised to operate the Airport;
 - (iii) in accordance with the law; and
 - (iv) in accordance with AAL's service philosophy in Schedule 8.
- (c) AAL may refuse access to the Airport Facilities in accordance with clause 7.7(d).
- (d) T1 is an IATA Schedule Co-ordinated Airport for International Operations and Domestic Operations and as such airlines and Aircraft Operators should have an allocated slot through Airport Co-ordination Australia Pty Ltd ACN 082 075 901 before arriving at the Airport.

5 Obligations of the parties

5.1 Aircraft Operators

5.1.1 Use of the Airport

- (a) Use of the Airport is subject to, and Aircraft Operators must comply with:
 - (i) all applicable laws and regulations including:
 - (A) local flying restrictions including the requirements of the *Civil Aviation Act 1988* (Cth);

- (B) the Civil Aviation Regulations;
 - (C) the Air Navigation Act 1920 (Cth);
 - (D) the Aviation Transport Security Act 2004 (Cth);
 - (E) the Air Navigation Regulations; and
 - (F) Airservices Australia publications such as Aeronautical Information Publications, En Route Supplements and NOTAM;
- (ii) directives on security of airports and aircraft issued by the Commonwealth Department;
 - (iii) reasonable instructions and directions from AAL; and
 - (iv) the Airport Procedures.
- (b) If there is any inconsistency or potential inconsistency between any of the things specified in clause 5.1.1(a), Aircraft Operators must:
 - (i) take all reasonable steps to avoid any inconsistency; and
 - (ii) if any such inconsistency cannot be avoided, prioritise compliance with clause 5.1.1(a) in descending order.

5.1.2 CUTE & CUSS

- (a) If AAL, at its discretion, installs a CUTE solution or CUSS solution in any of the Terminals, Passenger Transport Operators must access their respective DCS via CUTE solutions or the CUSS solution if so required by AAL.
- (b) If a Passenger Transport Operator fails to access and use the CUTE solution or CUSS solution in accordance with this clause, AAL shall be entitled to issue a written notice requiring the RPT Operator to access and use the relevant solution within a reasonable period of not less than fourteen (14) days from the date of the notice.

5.1.3 Ground Handling Services

Aircraft Operators are permitted to undertake their own Ground Handling Services subject to this clause. The Aircraft Operator must consult and negotiate commercial terms and conditions with AAL for the provision of necessary space and support services and the Aircraft Operator will be liable for all actions of any contractor it engages to undertake Ground Handling Services. Without limiting the above, AAL may require the contractor to enter into an agreement with AAL and the Aircraft Operator will use reasonable endeavours to assist in the negotiation of that document.

5.1.4 Closed Charter Operations & Freighters

When landing and taking off at the Airport, all Closed Charter Operations and Freighters must operate through the Terminal unless AAL provides its consent otherwise in writing.

5.2.1 Obligation to move or remove equipment, facilities, activities and Aircraft

- (a) AAL may:
 - (i) require an Airport Operator to move or remove equipment or facilities or direct that the Aircraft Operator cease carrying out such activities, if, in the reasonable opinion of AAL, the Aircraft Operator's equipment, facilities or activities will or may interrupt or compromise the safe and/or efficient operation of the Airport; and

- (ii) direct the Aircraft Operator either to move a parked Aircraft to another position, or remove it from the Airport.
- (b) Failure to comply with a direction from AAL under this clause within the period specified by AAL will render the Aircraft Operator liable to pay AAL's costs incurred under this clause in moving or removing the equipment, facilities or Aircraft.
- (c) Further, without limiting AAL's rights, the Aircraft Operator will incur Parking Fees for the Aircraft type as specified in the Schedule of Fees for the period in which the Aircraft remains in position after the period specified by AAL for the moving or removing of the Aircraft has expired.
- (d) Notwithstanding that the discretion conferred on AAL by this clause will entitle AAL to take whatever steps may be reasonably necessary and as expeditiously as possible to maintain the safety of the Airport, AAL will endeavour to give an Aircraft Operator the opportunity to move an Aircraft in the first instance and endeavour to give no less than 4 hours' notice before moving an Aircraft.
- (e) The Aircraft Operator will indemnify and keep indemnified AAL from any Loss which AAL may pay, suffer or incur as a result of:
 - (i) the interruption and/or compromise; and/or
 - (ii) AAL taking any action in relation to that interruption and/or compromise.
- (f) In the exercise of the rights conferred on AAL pursuant to clauses 5.2.1(a), AAL shall, whenever possible, act in accordance with the Airport Operations Manual.
- (g) AAL is not liable for any Loss or damage suffered by the Aircraft Operator caused directly or indirectly by AAL moving or removing the Aircraft Operator's equipment or facilities or Aircraft unless caused by AAL's negligence or the negligence of AAL's officers, employees, agents or contractors.

5.2.2 Acknowledgement of open access

The Aircraft Operator acknowledges and agrees that the Airport is an open access multi-user airport which provides Aeronautical Services and Airport Facilities on a non-discriminatory basis to users. To ensure the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all users, all users must comply with these Terms. Failure by any Aircraft Operator to comply with these Terms will likely adversely impact the efficient operation of the Airport (including capacity, gate availability, on time departures and landings, refuelling and loading aircraft), safe and reliable aircraft operations and the costs of providing services at the Airport. Accordingly, all Aircraft Operators, whether or not party to a separate written agreement with the Airport in relation to such use, must at all times comply with these Terms except to the extent of any inconsistency, in which case the terms of the separate written agreement will apply.

5.2.3 Aircraft operators standard of use of Aeronautical Services and Airport Facilities

The Aircraft Operator agrees:

- (a) that access to the Aeronautical Services and Airport Facilities is subject to the demands of other users of the Airport who have executed an Aeronautical Services Agreement which such usage will take priority to the Aircraft Operator's use at all times;
- (b) to use best endeavours to work together with other users and the Airport to identify opportunities to improve the efficient use of the Aeronautical Services and Airport Facilities;

- (c) to take all reasonable steps necessary to improve the efficiency of its use of the Aeronautical Services and Airport Facilities at the Airport where possible;
- (d) to use its best endeavours to conduct its operations at the Airport to a standard no less than best operating practice at Australian airports including without limitation ensuring that aircraft turn-around times are kept to an absolute minimum;
- (e) to not interrupt or compromise the efficient operation of the Airport; and
- (f) to not directly or indirectly hinder, limit, or restrict any other Aircraft Operators use of the Aeronautical Services and Airport Facilities at the Airport except as required for safety reasons.

5.2 AAL Obligations

5.2.4 Provision of Aeronautical Services, Government Mandated Services and Airport Facilities

- (a) AAL will provide the Aeronautical Services and Airport Facilities.
- (b) Subject to clause 5.2.2(c), AAL will provide the Government Mandated Services.
- (c) A Passenger Transport Operator may provide the Government Mandated Services if:
 - (i) the Passenger Transport Operator gives prior reasonable notice to AAL;
 - (ii) it is reasonably practicable and permitted by the Civil Aviation Safety Authority and the Commonwealth Department; and
 - (iii) AAL agrees to the terms on which the Passenger Transport Operator is to provide the Government Mandated Services.

5.2.5 Consultation

AAL agrees to meet and or consult with all users of the Aeronautical Services and Airport Facilities as often as reasonably necessary, and in addition to existing statutory or regulatory obligations, to discuss matters which may have a material effect on Aeronautical Services and Airport Facilities, including but not limited to:

- (a) master plans and major development plans;
- (b) land use planning and property development;
- (c) terminal development;
- (d) capital expenditure programs;
- (e) customer service standards;
- (f) environmental strategies and plans;
- (g) safety and security requirements and initiatives;
- (h) fleet mix and scheduling programs;
- (i) slot management and on time performance;
- (j) statistical data for planning purposes; and
- (k) facilitation and processing requirements.

5.2.6 Planned and unplanned interruptions and shutdowns by AAL

- (a) **(Unplanned shutdowns)** AAL may close or be directed to close the Airport or part of the Airport or interrupt or shut down a service or facility at any time if required by law or if AAL believes it necessary to deal with an emergency or an airport security incident. AAL will use all reasonable endeavours to:
 - (i) give the Aircraft Operator prior reasonable notice of a closure or interruption in these circumstances, but the Aircraft Operator acknowledges that in some circumstances this may not be possible; and
 - (ii) minimise the effect of any such unplanned closure, interruption or shutdown on the Aircraft Operator.
- (b) **(Planned shutdowns)** AAL may close the Airport or part of the Airport or interrupt or shut down a service or facility at any time if AAL believes it necessary for repair, maintenance of the Airport Facilities or because of building or construction work occurring on the Airport. In such cases, AAL will, wherever it is reasonably possible to do so:
 - (i) issue a NOTAM (if applicable);
 - (ii) consult, and agree a project plan, with Aircraft Operators;
 - (iii) give prior reasonable notice by email or other means of such a closure or interruption; and
 - (iv) use reasonable endeavours to minimize the effect of any such closure or interruption upon Aircraft Operators.
- (c) AAL will not be liable for any Loss or damage the Aircraft Operator may suffer as a direct or indirect consequence of a planned or unplanned closure, interruption or shutdown.

6 Information

6.1 Information to be provided to AAL

The Aircraft Operator shall furnish to AAL, in such form as AAL may from time to time reasonably determine, information relating to the Aircraft Operator's use of the Airport Facilities and airport services.

6.2 Why AAL needs statistical information

The statistical information provided by the Aircraft Operator to AAL under this clause 6 is extremely important to AAL. It is required, not just for the purposes of calculating Arrival Fees and Departure Fees, but also to provide statistical data to assist AAL to monitor growth in activity and efficiently manage the Airport. It will also assist AAL in its future planning and to ensure that the Aircraft Operator's future needs are catered for.

6.3 For occasional users

- (a) If an Aircraft Operator will use the Airport once or occasionally and is aware that registration and ownership information is not current with Airservices Australia then before such Aircraft Operator arrives (or as soon as practicable after arrival) such Aircraft Operator must complete and give AAL by email the information set out on the form in Schedule 4 Part 1.

- (b) RPT Operators using the Airport once or occasionally must provide the information required in Schedule 5 for each individual Flight.
- (c) Any Aircraft intending to arrive at the Airport that will require parking and/or passenger processing should contact either their Handling Agent or the AAL Airport Duty Manager on Ph (08) 8154 9462 or email airportdutymanager@aal.com.au.

6.4 For regular users

If an Aircraft Operator is a regular user of the Airport, to the extent that such information has not already been provided, an Aircraft Operator must provide AAL (by mail, hand delivery or email) with:

- (a) the information required by the form set out in Schedule 4 Part 1 and Part 2 (or such other form that is agreed);
- (b) evidence to AAL's reasonable satisfaction that an Aircraft Operator has security procedures that comply with AAL security requirements and applicable laws;
- (c) evidence to AAL's reasonable satisfaction that an Aircraft Operator has emergency procedures that comply with the Airport emergency plans and applicable laws;
- (d) the names, addresses, telephone numbers, email addresses and all other contact details for an Aircraft Operator's key personnel to ensure that AAL is able to contact an Aircraft Operator at any time during the day or night in respect of any emergency, security matters or operational matter with respect to an Aircraft Operator's use of the Airport. AAL will comply with all privacy obligations in relation to this Personal Information of an Aircraft Operator's key personnel;
- (e) other information as per clause 6.5;
- (f) the information required in Schedule 5 which is to be consolidated on a calendar monthly basis and provided to AAL within five (5) Business Days after the end of each calendar month; and
- (g) if the Aircraft Operator becomes aware of any error in any information provided to AAL at any time, the Aircraft Operator must, as soon as reasonably practicable after becoming aware of such an error, provide AAL with:
 - (i) the correct information;
 - (ii) an explanation in relation to the discrepancy; and
 - (iii) any further information AAL reasonably requests in relation to the error, the discrepancy or the correct information.

An Aircraft Operator must use their best endeavours to promptly notify AAL of any changes to their information (including changes to Flight schedules).

6.5 Other information

AAL and Passenger Transport Operators and their representative organisations shall discuss at the Airport Facilitation Committee and review the information requirements of AAL with a view to ensuring that Passenger Transport Operators continue to provide to AAL, in a timely and meaningful fashion, information which is essential to AAL efficiently running its operations and to achieving mutually acceptable parameters with respect to the provision of such information.

A Passenger Transport Operator shall furnish to AAL, in such form as AAL may from time to time reasonably require, further information (if the Passenger Transport Operator ordinarily

collects such information and it is readily accessible) relating to the Passenger Transport Operator's Use of the Airport including (but not limited to):

(a) **Traffic Information**

Airlines must provide AAL passenger information as set out in Schedule 5.

(b) **Environmental Issues**

Commitment to discuss new targets:

- (i) use of 400hz at night;
- (ii) track keeping;
- (iii) noise generation;
- (iv) fuel/oil spills; and
- (v) food/litter control;

(c) **Product**

Early notification of contemplated changes in:

- (i) aircraft type changes; and
- (ii) new technical systems, security procedures, etc.;

(d) **Surveys**

Agreement to share information including:

- (i) access to relevant airport information in Aircraft Operator's survey; and
- (ii) reasonable access to the Aircraft Operator's passengers for AAL surveys with prior notice.

6.6 Method of delivery of information

An Aircraft Operator must provide AAL with the information requested in clause 6.5, Schedule 4 and Schedule 5:

- (a) if appropriate, by e-mail (which is the preferred method) to aero@aal.com.au and/or any other e-mail addresses notified by AAL; or
- (b) electronic file transfer; or
- (c) by any other means agreed with an Aircraft Operator.

7 Fees

7.1 General

- (a) AAL charges Arrival Fees, Departure Fees, and Parking Fees as set out in the Schedule of Fees in consideration for the supply of Aeronautical Services, Government Mandated Services (as applicable) and access to the Airport Facilities.

- (b) The services set out in clause 2 of Schedule 2 are provided by third parties and any fee for the provision of such services is payable directly to the third party providing such services.
- (c) Aircraft Owners and Aircraft Operators are jointly and severally liable for the payment of all Fees, interest and costs incurred by an Aircraft Operator using the Aeronautical Services, Government Mandated Services (as applicable) and Airport Facilities and in this clause 7, a reference to the Aircraft Operator includes a reference to the Aircraft Owner.
- (d) To the extent Fees are incurred in relation to any of the activities specified in section 6(1) of the *Aerodrome Fees Act 1998* (SA), those Fees are fixed and recoverable as a debt due to AAL under that Act.

7.2 Terminal Expansion Fee

The Terminal Expansion Fee:

- (a) comprises a component part of the Arrival Fees and Departure Fees as apply to International Passengers; and
- (b) reflects the common use principle of new aeronautical areas and is applied to all Aircraft Operators with International Operations at the Airport regardless of whether they operate from the newly developed areas.

7.3 Government Mandated Fees

- (a) AAL incurs the Government Mandated Costs by providing the Government Mandated Services at the Airport.
- (b) AAL will recover Government Mandated Costs from an Aircraft Operator by levying on an Aircraft Operator the Government Mandated Fees, which comprises part of the Departure Fee.
- (c) Any under or over recoveries of Government Mandated Costs will be adjusted by increasing or reducing the Departure Fee.
- (d) AAL will:
 - (i) act reasonably to manage the Government Mandated Fees; and
 - (ii) endeavour to provide the Government Mandated Services in the most economically efficient manner while having regard to best practice in the industry, customer experience and the service levels mandated by the Commonwealth Government.
- (e) AAL may seek input from Passenger Transport Operators in relation to the ways in which operational efficiencies may be achieved to minimise any third party costs in providing the Government Mandated Services.

7.4 Parking Fees

- (a) Aircraft Owners and Aircraft Operators which utilise the Airport for Aeronautical Services may, depending on that usage, be required to pay Parking Fees.
- (b) Where parking follows immediately after a landing, Parking Fees are calculated from the time of landing, to the time of take-off, less a discretionary allowance for taxiing where an actual time on stand is not available.

7.5 Fee reviews

7.5.1 CPI adjustment

- (a) Subject to clause 7.5.3, each of the Arrival Fee and Departure Fee components other than the Government Mandated Fees will be varied annually as at 1 July (**Adjustment Date**) in direct proportion to any increase in CPI for the 12 month period between CPI for the December quarter ending immediately before the Adjustment Date and CPI for the December quarter ending immediately before the Adjustment Date in the immediately preceding year.
- (b) AAL will provide three (3) months' notice of the change to the Schedule of Fees prior to the next Adjustment Date, by publishing the amended Schedule of Fees on the AAL Website. The new Schedule of Fees set out in that notice will take effect from the Adjustment Date specified in that notice. In addition, AAL will endeavour to (but without any obligation to do so) notify each member of the Review Group by email or other means of the changes to the Schedule of Fees to apply from the next Adjustment Date.

7.5.2 5-year review

- (a) Arrival Fee and Departure Fee components other than Government Mandated Fees will be reviewed and adjusted every five (5) years in accordance with this clause 7.5.2.
- (b) The next review of the Arrival Fee and Departure Fee components other than Government Mandated Fees is due to be undertaken and finalised by 1 July 2023 (or such later date as may be published on the AAL Website from time to time) and the next review will be conducted on the 5th anniversary of that date (**Review Date**).
- (c) Any review will be undertaken and determined having regard to the pricing model which AAL uses to reset the Arrival Fee and Departure Fee and any other relevant factors as determined by AAL after consultation with the Passenger Transport Operators and users of the Airport. The review and determination will also consider changes in actual and/or forecast numbers for the following pricing variables, namely:
 - (i) aircraft passenger numbers, movement numbers and landed tonnes at the Airport;
 - (ii) capital (CAPEX) costs in relation to any relevant infrastructure and facilities;
 - (iii) operational (OPEX) costs in relation to any relevant infrastructure and facilities; and
 - (iv) weighted average cost of capital to the extent of changes in the benchmark rate which AAL originally used to set the Arrival Fee and Departure Fee.
- (d) AAL will use reasonable endeavours to conduct any review of the Arrival Fee and Departure Fee components other than the Government Mandated Fees by 31 March in the relevant year and any adjustment will take effect as at and from 1 July in the relevant year or such other date as may be determined and notified by AAL in its discretion.
- (e) Prior to each Review Date, AAL will consult with the significant Passenger Transport Operators which use the Airport, BARA and any other significant users of the Airport (**Review Group**) and where appropriate (as determined by AAL in its reasonable discretion) will supply such Review Group with a report which contains the preliminary calculation of the new Arrival Fee and Departure Fee to take effect from the next Review Date. The relevant report will include an update of proposed arrival fees and departure fees to take account of any changes in pricing having regard to AAL's

pricing model and any other factors specified in clause 7.5.2(c) together with appropriate substantiation of those charges.

- (f) AAL will invite the Review Group to consider the preliminary report and make submissions to AAL in relation to any pricing or other matters which it deems should be taken into account by AAL in preparation of the final report and final determination of the new Arrival Fees and Departure Fees.
- (g) AAL will consult in good faith with any members of the Review Group that make submissions in response to a preliminary report issued pursuant to clause 7.5.2(e) with a view to resolving such concerns or disagreements if reasonably practicable.
- (h) Subject to clause 7.5.3, AAL will provide three (3) months' notice of any change to the Schedule of Fees prior to the next Review Date, by publishing the amended Schedule of Fees on the AAL Website. The new Schedule of Fees set out in that notice will take effect from the next Review Date specified in that notice. In addition, AAL will endeavour to (but without any obligation to do so) notify each member of the Review Group by email or other means of the changes to the Schedule of Fees to apply from the next Review Date.
- (i) AAL may undertake a further review of the Arrival Fees and Departure Fees before the next Review Date in the event that there is a significant change in any of the assumptions or facts taken into account in determining the Arrival Fee and Departure Fee components excluding the Government Mandated Fees at the immediately preceding Review Date including (without limitation):
 - (i) if AAL is required to undertake a major investment in infrastructure or services;
 - (ii) a change in timing for delivery of any major investments;
 - (iii) a significant change in actual and/or forecast capital cost (CAPEX); or
 - (iv) a change in law; or
 - (v) a Material Adverse Event.

7.5.3 Government Mandated Fees adjustment

- (a) The Commonwealth Government may change any or all of the following:
 - (i) the Government Mandated Services AAL must provide at the Airport; and
 - (ii) the amount of Government Mandated Costs payable by AAL; and
 - (iii) the basis upon which Government Mandated Costs are payable by AAL (and, in turn, Aircraft Owners and Aircraft Operators).
- (b) Accordingly, if any of the situations in clause 7.5.3(a) occur and notwithstanding clause 7.5.2(h), AAL may vary Arrival Fees and Departure Fees by varying the Government Mandated Fees and provide not less than one (1) months' notice of the change.
- (c) Notwithstanding clause 7.5.2(h), if AAL's costs of administering the Government Mandated Services change, AAL may vary Arrival Fees and Departure Fees by varying the Government Mandated Fees and use reasonable efforts to notify an Aircraft Operator of such variation as promptly as possible. AAL will provide not less than one (1) months' notice of the change.
- (d) Any change to Arrival Fees and Departure Fees due to a variation of the Government Mandated Fees will be effective as and from the date notified by AAL.

7.6 Invoicing and Payment

- (a) Invoices for the Fees are prepared on a monthly basis.
- (b) The invoice will detail the Fees incurred.
- (c) A statement of account will also be issued monthly giving details of current invoices, amounts overdue for payment, cash receipts, account adjustments and outstanding balance.
- (d) Payment of all invoices is required 28 days from date of invoice (**Due Date**).
- (e) Any delay in issuing an invoice does not affect the obligation to pay Fees, but will (or may) affect the Due Date. In some circumstances, AAL may issue more than one invoice in relation to the same period (or part of a period), including as a consequence of an audit which occurs in accordance with clause 7.9.
- (f) Payment of an account can be made by direct deposit payable into AAL's bank account or by credit card.
- (g) Until the Fees including, without limitation, the Amount Owing, have been irrevocably paid and discharged in full, the Aircraft Operator is not permitted, in reduction of its liability, to make or claim any set-off against or deduction from the Amount Owing save and except with the express written consent of AAL.

7.7 Payment default

- (a) AAL may charge interest on any Fees which have not been paid:
 - (i) by the Due Date; or, otherwise
 - (ii) in accordance with any written agreement for payment made between AAL and the Aircraft Operator.
- (b) Interest is calculated on a daily basis from the Due Date until the date for payment of the Fees (both dates inclusive) at the Interest Rate. Interest must be paid by the Aircraft Operator at the same time as the Fees to which the interest payment relates.
- (c) AAL may recover from the Aircraft Operator any reasonable costs of recovering any unpaid Fees including, without limitation, any reasonable legal fees on a full indemnity basis.
- (d) AAL may refuse access to the Airport to all or any Aircraft of an Aircraft Owner or Aircraft Operator where:
 - (i) either has failed to pay AAL any amount due and payable to AAL by the Due Date;
 - (ii) such amount remains outstanding; and
 - (iii) there is no legal impediment to AAL taking such action.
- (e) A breach by an Aircraft Operator under any contractual agreement with AAL (including these Terms) will constitute a breach under all agreements between AAL and the Aircraft Operator including these Terms and permit AAL to take any action allowed either by law or agreement for a default.

7.8 Disputing an invoice

- (a) If an Aircraft Operator disagrees with an invoice or asserts that an invoice contains an error then the Aircraft Operator or its appointed Handling Agent must, within twenty

one (21) days of notification to AAL of the asserted disagreement or discrepancy (or forthwith upon AAL having submitted a written request to the Aircraft Operator or its Handling Agent), provide AAL copies of all the necessary registration particulars of the Aircraft Operator involved to enable verification by AAL of the particulars of the flights of such Aircraft landing at the Airport during the relevant period and such further or other information as AAL may reasonably require for the purpose unless alternative arrangements for resolving any such disagreement or discrepancy have been agreed in writing between the Aircraft Operator and AAL. This provision also applies to the furnishing of copies of extracts from aircraft flight manuals to enable verification of aircraft weight.

- (b) Prompt advice of problems will assist in ensuring that any necessary adjustments can be made.
- (c) Every effort will be made to settle disputes regarding accounts and if necessary adjust accounts prior to the next invoicing period so that the next statement and invoice will be in order and correct.
- (d) If a dispute in relation to an invoice cannot be resolved under this clause 7.8, it must then be resolved under clause 18.

7.9 Audit right

- (a) AAL may undertake an independent audit of an Aircraft Owner's operations to determine that the basis and amount of such Arrival Fees (whether by MTOW or by Passenger) and Departure Fees is accurate.
- (b) If such an audit occurs, the Aircraft Owner and/or Aircraft Operator must:
 - (i) provide the auditor appointed by AAL with such information and documents as the auditor requests in a timely manner; and
 - (ii) communicate with the auditor in good faith and in a timely manner in connection with the audit.
- (c) If an audit identifies that there has been an underpayment or overpayment in respect of the period covered by the audit, the party that owes an amount to the other party must pay that amount due to the other party in accordance with the payment terms set out in clause 7.6.
- (d) The cost and expenses of any audit are to be paid by AAL except where the audit identifies that the Aircraft Operator has made an underpayment equal to 5% or more of the actual amount owed to AAL in respect of the period covered by the audit, in which case AAL's reasonable costs and expenses of the audit are to be paid by the Aircraft Operator and are payable on demand.

8 Security for payment of Fees

8.1 Election between a lien or a Bank Guarantee

- (a) Subject to clause 8.3(g) and AAL's right to require a Bank Guarantee to be provided under clause 8.3(b), as security for payment of Fees an Aircraft Operator may elect to either:
 - (i) grant AAL a lien in accordance with clause 8.2; or
 - (ii) provide AAL with a Bank Guarantee in accordance with clause 8.3.

- (b) Unless AAL holds, and continues to hold, a Bank Guarantee from an Aircraft Operator in accordance with clause 8.3, then that Aircraft Operator grants in favour of AAL a lien in accordance with clause 8.2.

8.2 Lien

- (a) In addition to any security interest that arises in favour of AAL under a law of the Commonwealth, a State or a Territory of Australia or by operation of the general law, the Aircraft Operator grants to AAL a lien:
 - (i) over each Aircraft in AAL's possession or under AAL's control within the meaning of clause 8 of these Terms as security for:
 - (A) the payment now or in the future by the Aircraft Operator of the Fees, including without limitation, all fees, charges, moneys and liabilities due to AAL under these Terms in respect of all Aircraft used by the Aircraft Operator and whether or not invoiced by AAL; and
 - (B) the payment now or in the future by the Aircraft Operator and/or Aircraft Owner of any other amount payable by the Aircraft Operator and/or Aircraft Owner to AAL for any reason; and
 - (ii) which lien is immediately created upon any Fees or other amount falling due and payable by the Aircraft Owner and Aircraft Operator under these Terms (in the case of Fees), or otherwise when any other amount falls due and payable by the Aircraft Owner and/or Aircraft Operator.
 - (b) AAL shall not, in exercising its lien, including but not limited to the exercise of any power of sale, be liable or responsible for any neglect, Loss or damage to or in respect of any Aircraft howsoever caused.
 - (c) AAL shall have a power of sale in respect of any Aircraft subject to the lien and for that purpose AAL shall have power to carry out maintenance and repairs to the Aircraft and incur costs referable to the sale of the Aircraft. Any costs incurred by AAL pursuant to this clause will be recoverable from the Aircraft Owner and Aircraft Operator and are also secured by way of the lien established pursuant to clause 8.2(a) and any other lien in favour of AAL however the same is established.
 - (d) The Aircraft Owner and Aircraft Operator irrevocably appoints AAL and each director and officer of AAL (each an Attorney) jointly and severally as its attorney in the name of the Aircraft Owner and Aircraft Operator and on its behalf to do everything necessary or expedient to:
 - (i) execute and deliver any documents, instruments, certificates, applications or forms; and
 - (ii) represent the Aircraft Owner and Aircraft Operator before any governmental entity, agency, department or public authority in Australia including, without limitation, the Civil Aviation Safety Authority, Airservices Australia, the Commonwealth Department and the Australian Border Force,
- in order to:
- (iii) obtain deregistration of the Aircraft from, or to attempt or vary the information relating to the Aircraft on, the Aircraft Register or any successor or replacement register maintained by the Civil Aviation Safety Authority or Airservices Australia or their successors;

- (iv) give effect to any lien in favour of AAL in respect of the payment of the Fees and in respect of the exercise of any rights granted in favour of AAL by clause 8 of these Terms; and/or
- (v) export the Aircraft from Australia, including all things necessary to register the Aircraft in another jurisdiction.
- (e) The Aircraft Owner and Aircraft Operator agree, at their cost in all things, to do anything (such as ratifying action of the Attorney, obtaining consents, signing and producing documents, getting documents completed and signed, and supplying information) which AAL asks and considers required for the purposes of:
 - (i) ensuring that the lien is enforceable, perfected and otherwise effective to the maximum extent possible so as to secure payment to AAL of the Fees;
 - (ii) enabling AAL to apply for any registration, complete any financing statement (on the Personal Property Securities Register, the International Registry of Mobile Assets or otherwise) or give any notification, in connection with the lien so that AAL has the priority it requires; or
 - (iii) enabling AAL to exercise rights in connection with the lien.
- (f) The Aircraft Owner and Aircraft Operator each:
 - (i) agree to pay or reimburse the reasonable costs of AAL in connection with anything required to be done under this clause;
 - (ii) indemnify each Attorney for any Loss arising from exercise of powers under the power of attorney; and
 - (iii) authorise AAL to deduct all such costs, in addition to any monies already owed by the Aircraft Owner or Aircraft Operator to AAL, from the proceeds of sale of the Aircraft, including any legal costs incurred by AAL on a full indemnity basis.
- (g) The Aircraft Operator acknowledges and agrees that an Aircraft shall be in the possession and control of AAL for the purposes of clause 8.2(a) if the Aircraft is situated at the Airport or otherwise in the possession, custody or control of AAL.
- (h) The Aircraft Operator warrants and represents to AAL that it has power to confer on AAL the interest created or otherwise effected by this clause 8.2.
- (i) AAL may, but is not required to, register an interest in any Aircraft which is created or otherwise effected by this clause 8.2 on the Personal Property Securities Register and/or the International Registry of Mobile Assets. If AAL registers any such interest, the Aircraft Operator will take no step to challenge, remove or otherwise object to that registration.

8.3 Bank Guarantee

- (a) An Aircraft Owner or Aircraft Operator may request that it provide AAL with a Bank Guarantee as security for payment of moneys owing to AAL, including in respect of the Fees.
- (b) AAL may, by written notice issued at any time, require an Aircraft Owner or Aircraft Operator to provide AAL with a Bank Guarantee.
- (c) If an Aircraft Owner or Aircraft Operator provides AAL with a Bank Guarantee pursuant to this clause 8.3 (whether because it is offered by the Aircraft Owner or

Aircraft Operator, or if it is required by AAL), and which Bank Guarantee continues to comply with this clause 8.3, then:

- (i) such Bank Guarantee is provided as substitute security for the lien which is otherwise conferred by an Aircraft Owner and/or Aircraft Operator in favour of AAL pursuant to this clause 8.3, and AAL holds no lien under clause 8.2 as against the Aircraft of that Aircraft Owner or Aircraft Operator;
 - (ii) AAL may make demand on the Bank Guarantee or any part of it if the Aircraft Owner and/or Aircraft Operator fails to pay any amount required to be paid to AAL, including but not limited to any Fees; and
 - (iii) AAL is not required to give notice to the Aircraft Owner and/or Aircraft Operator prior to calling on a Bank Guarantee.
- (d) The amount of the Bank Guarantee to be provided will be determined by AAL in its absolute discretion but will, subject to any other matters that AAL considers relevant, be calculated on the basis of the amount AAL determines likely to be incurred by Aircraft Owner or Aircraft Operator over a six-month period.
- (e) If an Aircraft Owner's or Aircraft Operator's usage of the Airport changes or outstanding invoices exceed payment terms AAL may, by written notice, request a further (top up) Bank Guarantee to be provided such that the total amount of all Bank Guarantees in favour of AAL equals the amount of that notice, or a replacement Bank Guarantee in the amount of that notice.
- (f) AAL may give more than one notice under clause 8.3(e) but may not give more than one notice in any three-month period.
- (g) If:
- (i) AAL makes a demand on the Bank Guarantee or any part of it;
 - (ii) the amount of the Bank Guarantee is less than the amount required to be provided in accordance with clause 8.3(d) (and/or clause 8.3(e) if AAL has given notice under that section); or
 - (iii) the Bank Guarantee expires,

then, unless the Aircraft Owner or Aircraft Operator provides AAL with a replacement Bank Guarantee which in all respects complies with these Terms, as security for payment of the Fees and other amounts due to AAL, the Aircraft Owner and/or Aircraft Operator confer in favour of AAL the lien in accordance with clause 8.1 but AAL may continue to hold any Bank Guarantee as further security for any amounts payable to it in addition to the lien.

9 Goods and Services Tax (GST)

9.1 Consideration inclusive of GST

- (a) Where the consideration payable by the Aircraft Operator under or in connection with a supply by AAL pursuant to these Terms is specifically stated to be inclusive of GST (for example, the prices shown in the Schedule of Fees), clauses 9.3 and 9.4 do not apply.
- (b) If there is any increase or decrease in the GST rate after the commencement of these Terms, the consideration payable for that supply shall be increased or reduced accordingly so that after remitting GST, the amount retained by AAL shall be the same as the amount retained by AAL immediately prior to the increase or decrease.

9.2 Consideration exclusive of GST

Subject to clause 9.1, the consideration payable by the Aircraft Operator under or in connection with these Terms is exclusive of GST.

9.3 Additional amount on account of GST

If any supply by AAL to the Aircraft Operator under or in connection with these Terms is subject to GST, the Aircraft Operator will pay an additional amount on account of GST calculated by multiplying the consideration for the supply by the prevailing GST rate.

9.4 Timing of additional amount

Any additional amount on account of GST must be paid by the Aircraft Operator to AAL without deduction or set-off and is payable by the Aircraft Operator to AAL at the same time and in the same manner as the consideration for that supply is payable under these Terms.

9.5 Tax Invoice

If AAL makes a supply to the Aircraft Operator which is subject to GST, the invoice which AAL shall issue pursuant to these Terms will be in the form of a tax invoice.

10 Airport security and emergency provisions

10.1 Airport Security

- (a) AAL is responsible for the Airport security arrangements and activities under the *Aviation Transport Security Act 2004* (Cth), the *Aviation Transport Security Regulations 2005* (Cth) and any Commonwealth Department instruments or directions and additional security measures which may be imposed on AAL by any competent authority from time to time.
- (b) The Commonwealth Department is the regulatory authority for the Airport and may impose on AAL certain security requirements.
- (c) Both the Aircraft Operator and AAL must comply with any Commonwealth Department security requirements for the Airport.

10.2 Aviation Security Identification Card (ASIC)

- (a) Unless an Aircraft Operator is an authorised issuing authority for ASIC (proof of authority will be required by AAL in writing from the Commonwealth Department), the Aircraft Operator and its employees must apply to AAL for an ASIC before they will be permitted to access and use restricted areas and controlled areas of the Airport. Application forms are available on the AAL Website.
- (b) An Aircraft Operator must pay AAL's reasonable fees for an ASIC on making the application.
- (c) Aircraft Operator's agents and contractors must obtain an ASIC from a third-party issuing body.
- (d) The Aircraft Operator and its employees, agents and contractors must display the ASIC in accordance with the *Aviation Transport Security Regulations 2005* (Cth) at all times while at the Airport and must produce it for inspection by AAL or by any other lawful authority at any time.

10.3 Screening Authority for the Airport

AAL is the authorised screening authority for both passenger screening and checked baggage screening at the T1. The requirements for screening are prescribed by the Commonwealth Department. An Aircraft Operator and AAL must comply with these screening requirements.

10.4 Airport Committees

AAL invites Aircraft Operators to be represented on the following committees in relation to the Airport security and emergency management:

- (a) Adelaide Airport Security Consultative Group which meets every four months. This is a regulatory requirement of the Commonwealth Department through the *Aviation Transport Security Act 2004* (Cth); and
- (b) Adelaide Airport Emergency Committee which meets every four months. This is a regulatory requirement of the Civil Aviation Safety Authority through the *Civil Aviation Act 1988* (Cth),

so that their respective interests in these matters may be presented and that they might discharge their obligations to contribute to and approve of the formulation of relevant policies and procedures for security and emergency management.

10.5 Airport exercises and training

- (a) AAL conducts regular Airport emergency and security exercises which includes training for an Aircraft Operator and its employees, agents and contractors on a variety of Airport related activities and procedures (which includes security and emergency procedures).
- (b) AAL will give an Aircraft Operator reasonable prior notice of when these exercises and training will be conducted.
- (c) AAL strongly recommend that an Aircraft Operator send a representative and any new employees to these exercises. The Aircraft Operator and its employees must participate in these exercises if AAL ask it to.

10.6 Building or construction works in restricted or controlled areas

- (a) If required, before an Aircraft Operator may undertake any construction or modifications to buildings or other structures on the Airport which are on restricted or controlled areas or which may impact the security of restricted or controlled areas of the Airport, the Aircraft Operator must first have security clearance from the Commonwealth Department and AAL.
- (b) Where reasonably necessary, AAL may direct that the Aircraft Operator have security personnel supervising any building or construction work in restricted or controlled areas at all times. AAL may invoice the Aircraft Operator for the reasonable costs and expenses (on a full recovery basis) of such security personnel.
- (c) In addition, AAL, the Commonwealth Department and any lawful authority may supervise the Aircraft Operator's building or construction work in restricted or controlled areas of the Airport.
- (d) In performing any building work on the Airport, the Aircraft Operator must also comply with the *Airports (Building Control) Regulations 1996* (Cth).
- (e) If there is a failure in security or a breach of AAL security requirements AAL may take any reasonable action necessary to re-secure the Aircraft Operator's leased area or

access pathway at the Aircraft Operator's expense until such time as the area is re-secured.

11 Security Incidents impacting AAL Data

11.1 Notification of Security Incidents

If an Airline Operator, Airline Owner or either of its employees, agents, officers or contractors (**User**) becomes aware that there has been a Security Incident the User must immediately notify and provide to AAL, to the extent known at the time, the date and time of the Security Incident and a description of the Security Incident including details of;

- (a) the impact of the Security Incident on AAL, the User's Use of the Airport, the User's or AAL's computer programs, facilities or equipment;
- (b) how the incident was discovered and the nature of the Security Incident;
- (c) whether the Security Incident has been reported to any authorities; and
- (d) any matters as requested by AAL in order for it to immediately report such Security Incident to authorities in accordance with applicable laws.

11.2 Actions required in relation to a Security Incident

(a) Where the:

- (i) User becomes aware of any Security Incident; or
- (ii) AAL notifies the User that AAL reasonably believes a Security Incident has occurred or is about to occur,

then the User must, as soon as possible but in any case within two Business Days of the Security Incident:

- (iii) investigate and diagnose the Security Incident;
 - (iv) if the Security Incident is ongoing, provide details of the impact the Security Incident is having on the User;
 - (v) manage and contain the Security Incident and mitigate the impact of the Security Incident (working on a 24 x 7 basis if required);
 - (vi) investigate and take steps to identify the root cause of the Security Incident and seek to understand the risks on the availability, integrity, reliability or confidentiality of an affected asset posed by the Security Incident and identify how these risks can be addressed;
 - (vii) develop and adopt a remediation plan addressing the rectification of, and the prevention of the future recurrence of the facts and circumstances giving rise to, the Security Incident (**Remediation Plan**);
 - (viii) regularly update AAL as to the progress as against the Remediation Plan in the rectification and prevention of future recurrence of a similar Security Incident; and
 - (ix) promptly provide all information reasonably requested by AAL.
- (b) The User must:

- (i) within 48 hours after the User's initial awareness or notification of the Security Incident in accordance with this clause, provide to AAL, to the extent known at that time:
 - (A) a list of actions taken by the User to mitigate the impact of the Security Incident;
 - (B) a summary of the records impacted, or which may be impacted, and any AAL Data and other information that has been or may have been lost, accessed or disclosed as a result of the Security Incident; and
 - (C) the estimated time to resolve the Security Incident;
 - (ii) promptly at AAL's request, provide copies of the results of the User's analysis to AAL;
 - (iii) promptly provide any assistance reasonably required by AAL or any authority (such as the Australian Cyber Security Centre (ACSC) and/or the Office of the Australian Information Commissioner (OAIC)) in relation to any reporting requirements, criminal, regulatory or other investigation relating to the Security Incident;
 - (iv) promptly update the Remediation Plan to address any concerns reasonably raised by AAL, following which the User must implement the Remediation Plan in accordance with the timeframes agreed by AAL;
 - (v) following implementation of the Remediation Plan, provide evidence to AAL verifying that the remediation activities in the Remediation Plan have successfully resolved the underlying cause of the Security Incident (for example, by sharing the results of relevant penetration tests or vulnerability scans); and
 - (vi) review and learn from the Security Incident to improve security and data handling practices and lessen the likelihood of future Security Incidents occurring.
- (c) The User acknowledges that AAL is subject to laws that require AAL to provide information and report Security Incidents to Australian Government departments, ACSC, OAIC and other authorities and any information the User provides to AAL in accordance with this clause 11 may be provided to, reported and used by such authorities in accordance with applicable laws.
 - (d) For clarity, nothing in this clause 11:
 - (i) requires the User to provide AAL with specific details that relate to the User's other suppliers or customers or which would breach any applicable laws; or
 - (ii) limits the User's obligations at law with respect to the notification and resolution of Security Incidents.

12 Indemnities and releases

12.1 The Aircraft Owner and Aircraft Operator's risk

- (a) Subject to clauses 12.2 and 12.3, Aircraft Owners and Aircraft Operators use the Airport at their own risk.
- (b) AAL provides its thunderstorm warning system without warranty that the system will be accurate, up to date and without error and AAL is not liable for any reliance an

Aircraft Operator may have on this thunderstorm warning system. Aircraft Operators are responsible for their own thunderstorm management.

12.2 The Aircraft Owner and Aircraft Operator to indemnify AAL

Except to the extent of AAL's negligent acts, omissions or defaults, the Aircraft Owner and Aircraft Operator are liable for and indemnify jointly and severally AAL against liability or Loss arising from, and cost incurred in connection with:

- (a) breach of these Terms by the Aircraft Owner and/or Aircraft Operator, including the Loss or damage that results from AAL exercising its right to terminate these Terms applicable to the Aircraft Owner and/or Aircraft Operator or AAL's termination of the Aircraft Owner's and/or Aircraft Operator's use of the Airport;
- (b) damage, Loss (to person or property), Injury caused or contributed to by the Aircraft Owner and/or Aircraft Operator's act, negligence or default or their respective employees, officers, contractors and agents to the extent of such cause or contribution;
- (c) damage, Loss, Injury caused or contributed to by the Aircraft Owner and/or Aircraft Operator bringing onto or storing at the Airport dangerous or contaminating substances;
- (d) AAL doing anything which the Aircraft Owner and/or Aircraft Operator must do under these Terms but have not done (within a reasonable period of time after receiving notice to do so);
- (e) the overflow or leakage of water into or from any area at the Airport that the Aircraft Owner and/or Aircraft Operator uses or fire on or from any area at the Airport that the Aircraft Owner and/or Aircraft Operator uses;
- (f) the Aircraft Owner's and/or Aircraft Operator's use of the Airport;
- (g) AAL's exercise of the right to detain, move or remove the Aircraft Owner's and/or Aircraft Operator's aircraft;
- (h) any claims by third parties arising out of Injury of any person or damage to property caused (either directly or indirectly) as a result of the Aircraft Owner's and/or Aircraft Operator's use of the Airport and the legal and other costs incurred by AAL in connection with any such claim; and
- (i) any breach or non-compliance with any law, regulation or statutory requirement in relation to the environment or environment protection caused or contributed to by the Aircraft Owner and/or the Aircraft Operator including (without limitation) the overflow, spill or leakage of any fuel, oil or other waste product of any description whatsoever.

12.3 The Aircraft Owner and Aircraft Operator to release AAL

The Aircraft Owner and Aircraft Operator jointly and severally release AAL from, and agree that AAL is not liable for, liability or Loss arising from, and cost incurred in connection with:

- (a) damage, Loss, injury (to person or property) or death unless it is caused by AAL's act, negligence or default or an act, negligence or default of AAL's employees or agents; and
- (b) anything AAL is permitted or required to do under these Terms unless the liability or Loss is caused by AAL's act, negligence or default or the act, negligence or default of AAL's employees or agents.

12.4 Survival of indemnities

The indemnities and releases in these Terms are a continuing obligation, separate and independent from the other obligations of the parties and survive termination of these Terms for whatever reason.

12.5 Enforcement of indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by these Terms.

12.6 No warranty

AAL excludes all statutory or implied conditions, guarantees and warranties in respect of the Aircraft Operator's use of the Airport to the maximum extent permitted by any applicable law. Where liability under any condition, guarantee or warranty cannot legally be excluded but can be validly limited, AAL's liability is limited to the maximum extent permitted by law, such as to the re-supply of the service or payment of the cost of having the services supplied again.

13 Insurances

13.1 Aircraft Operator's insurances

The Aircraft Operator must, in connection with its use of the Airport, maintain with insurers the following insurances:

- (a) Aviation Hull, Third Party, Passenger, Cargo and Mail Liability and Premises Liability including War Third Party Liability (AVN52E) for an amount of not less than the amounts specified in the table set out in Schedule 7 for any one occurrence or such higher level of insurance cover that a prudent airline or Aircraft Operator would ordinarily take out and maintain but in respect of AVN52E any one occurrence and in the annual aggregate; and
- (b) other insurances which are required by law in connection with the Aircraft Owner and Aircraft Operator's use of the Airport or which a prudent airline, Aircraft Owner or Aircraft Operator would ordinarily take out.

13.2 Additional obligations

The Aircraft Owner and Aircraft Operator must:

- (a) provide AAL with a copy of the Certificate of Insurance within five (5) Business Days of AAL having made a written request for the Certificate of Insurance;
- (b) notify AAL immediately if an insurance policy required by clause 13.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Aircraft Owner and Aircraft Operator's use of the Airport; and
- (c) procure the insurances required under clause 13.1 from insurers with a Claims Paying rating of not less than A- by Standard & Poor's (or similar rating agency).

13.3 AAL insurances

AAL must maintain an Airport Operator's liability insurance policy with a limit on indemnity of not less than the amount required by the Commonwealth of Australia (as landlord) under the airport lease.

13.4 Claims on insurances

An Aircraft Operator may not enforce, conduct, settle or compromise claims under any insurance policy required by these Terms, even if that policy also covers other property, if the claim relates to the Aircraft Owner and Aircraft Operator's use of the Airport without AAL's prior written approval which shall not be unreasonably withheld.

13.5 Acts affecting insurances

An Aircraft Operator must not do anything which may adversely affect rights under any insurance or which may increase an insurance premium payable in connection with its use of the Airport, unless the Aircraft Owner and Aircraft Operator:

- (a) first obtain AAL consent (which consent shall not be unreasonably withheld); and
- (b) do not prejudice the insurance policy or coverage in any respect; and
- (c) pay any additional premium caused or incurred as a result of their actions.

13.6 Naming AAL and Commonwealth of Australia as Additional Insureds on insurance policies

The Aircraft Operator must name:

- (a) AAL and its subsidiaries;
- (b) the Commonwealth of Australia; and
- (c) other parties (when requested),

as Additional Insureds and ensure a Cross Liability Clause is included in the insurance policies specified in clause 13.

14 Confidentiality

14.1 Acknowledgment

Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party.

14.2 Obligation of confidentiality

Each party undertakes to the other to keep confidential each other's Confidential Information. Each party must use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these Terms. To this end, each party must not, without the other party's prior written consent:

- (a) disclose or in any way communicate to any other person all or any of the other party's Confidential Information except as permitted by these Terms; or
- (b) permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
- (c) make or assist any person to make any unauthorised use of the other party's Confidential Information, and must take all reasonable steps (including obtaining confidentiality undertakings from officers, employees, agents and contractors who have or may have access to the other party's Confidential Information) to ensure that the other party's Confidential Information is not disclosed to any other person by any of the officers, servants, agents, contractors or sub-contractors of any party.

14.3 Permitted disclosure

Subject to clause 14.4, any party may disclose the other party's Confidential Information to its employees, officers, agents and contractors in the course of their employment on a need to know basis or to its advisers in relation to its rights under these Terms. Nothing in these Terms prohibits the use or disclosure of any Confidential Information to the extent that:

- (a) the Confidential Information is lawfully in the possession of the recipient of the Confidential Information through sources other than the party who disclosed the Confidential Information; or
- (b) it is required by law or a stock exchange; or
- (c) it is strictly and necessarily required in connection with legal proceedings relating to these Terms; or
- (d) the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the Confidential Information.

14.4 Conditions of permitted disclosure to representatives

Each party must ensure that its employees, officers and contractors, agents and all other persons under its control or direction will be under and will comply with obligations similar to the obligations imposed on it under this clause 14.

14.5 Notification of breach

If any party's servants, officers, agents or contractors breach the confidentiality obligations contained in these Terms it must immediately notify the other party in writing of this and indemnify the other party for any direct loss and damage caused by such breach.

14.6 Damages and other remedies

Each party acknowledges that a breach of this clause 14 may cause the other party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, each party may seek and obtain injunctive relief against such a breach or threatened breach.

14.7 Survival after expiry and termination

The obligations under this clause 14 survive expiry and termination of these Terms for a period of 5 years.

14.8 Other agreements

Nothing contained in this clause 14 shall detract from or affect the obligations imposed or arising under any other separate confidentiality agreement or undertaking entered into between the parties or arising otherwise at law.

15 Privacy and data protection

15.1 AAL's Rights

Without limiting the effect of any privacy collection notice provided by AAL to the Aircraft Operator, the Aircraft Operator acknowledges and agrees that AAL may and will collect, use and handle Personal Information as described in and in accordance with its privacy policy at www.adelaideairport.com.au/privacy/.

15.2 Aircraft Operator Consent

The Aircraft Operator consents to AAL handling all Personal Information provided to AAL in connection with these Terms by or on behalf of the Aircraft Operator in accordance with clause 15.1.

15.3 Aircraft Operator Acknowledgments

The Aircraft Operator acknowledges and agrees that:

- (a) it will comply with the Privacy Act in respect of all Personal Information handled by the Aircraft Operator in connection with these Terms (even if it would not otherwise be required to do so at law);
- (b) in respect of Personal Information provided to it by or on behalf of AAL under these Terms, the Aircraft Operator must:
 - (i) use and disclose that Personal Information only for the purposes of these Terms;
 - (ii) not transfer or disclose any of the Personal Information outside of Australia without the prior written consent of AAL; and
 - (iii) at AAL's request, promptly update, cease using, de-identify and/or delete any such Personal Information;
- (c) without limiting its obligations under clause 15.3(a), it must, if providing the Personal Information of someone other than itself to AAL, take all reasonable steps to ensure that the relevant individual has consented to that disclosure and is aware of the information (including the content of the privacy policy and privacy collection notices) described in clause 15.1;
- (d) it will promptly comply with all reasonable directions of, and all privacy related policies and procedures notified to it by, AAL, including those which AAL considers necessary to assist AAL to comply with its obligations under the Privacy Act or Privacy Legislation.

15.4 Incident reporting

- (a) Each party shall promptly report to the other party any suspected or actual Eligible Data Breach or any security breach (including any misuse, interference or loss of, or any unauthorised access, modification or disclosure) affecting Personal Information provided to it by or on behalf of that other party in connection with these Terms.
- (b) Subject to clause 15.5 below, a party shall use diligent efforts to remedy any incident referred to in clause 15.4(a) in a timely manner and provide all information about the incident reasonably required by the other party to assist that other party in its compliance with the Privacy Act or Privacy Legislation.

15.5 Eligible Data Breach

In the event of a data breach that AAL has reasonable grounds to suspect or believe is an Eligible Data Breach either of AAL, or of AAL and the Aircraft Operator, then, to the extent permitted by law and without limiting the Aircraft Operator's other obligations under these Terms, AAL may by written notice to the Aircraft Operator:

- (a) assume control of any assessment, remedial action, preparation of a statement and/or notification processes required under the Privacy Act in respect of that Eligible Data Breach; and

- (b) require the Aircraft Operator not to undertake such assessment, remedial action, preparation of a statement and/or notification and to instead rely on the steps taken by AAL in connection with those actions in accordance with the relevant provisions in the Privacy Act.

16 Force Majeure Event

16.1 Non-Performance

Non-performance by either AAL or an Aircraft Operator of any of their respective obligations in accordance with these Terms will be excused during the time and to the extent that performance is prevented wholly or in part, by a Force Majeure Event.

16.2 Notice of Effect of Force Majeure Event

The party claiming the benefit of clause 16.1 must:

- (a) promptly give written notice to the other party detailing the cause and extent of its inability to perform any of its obligations under these Terms and the likely duration of such non-performance; and
- (b) take all reasonable steps to remedy or abate the Force Majeure Event.

16.3 Performance to Resume

Performance of any obligation affected by a Force Majeure Event must be resumed as soon as reasonably possible after the abatement of the Force Majeure Event.

16.4 No Prejudice

The non performance of obligations pursuant to this clause 16 will not prejudice the rights of either party against the other in respect of any matter occurring prior to the Force Majeure Event.

17 Notices

17.1 Form of notice

Unless expressly stated otherwise in these Terms (particularly where AAL prefers email notification), all notices, certificates, consents, approvals, waivers and other communications in connection with these Terms must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified in Schedule 6 or, if the recipient has notified otherwise, then marked for attention in the way last notified.

17.2 Delivery of notices

Unless expressly stated otherwise in these Terms (particularly where AAL prefers email notification), notices to AAL must be:

- (a) left at the address set out hereunder; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out hereunder; or
- (c) transmitted by email; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed email address, then the communication must be to that new address or email address.

17.3 **When effective**

Subject to clause 17.7, notices take effect from the time they are received unless a later time is specified.

17.4 **Receipt – post**

If sent by post, notices are taken to be received:

- (a) four (4) days after posting if sent to and from a place within Australia; or
- (b) 14 days after posting if sent to or from a place outside Australia.

17.5 **Receipt – email**

If transmitted by email, notices are taken to be received at the time and date recorded on the email on the date of transmission, provided that the sender does not receive an automated notice that the email was not delivered.

17.6 **Receipt – general**

Despite clauses 17.4 (Receipt – post), and 17.5 (Receipt – email), if notices are received after 5pm in the place of receipt or on a day that is not a Business Day, then the notice is to be taken to be received at 9am on the next Business Day.

17.7 Requirement to send a separate copy of a notice to AAL's legal department

- (a) Any notice given, or required to be given, under these Terms must also be given to AAL's legal department using one or more of the following methods of delivery:
 - (i) By post, to:

Adelaide Airport Limited
Attn: Legal Department
1 James Schofield Drive
ADELAIDE AIRPORT SA 5950
AUSTRALIA
 - (ii) By email, to:

companysecretary@aal.com.au
- (b) Unless and until a copy of a notice given, or required to be given, under these Terms is also given in accordance with clause 17.7(a) then such notice is taken not to have been given unless and until the party giving notice also does so in accordance with clause 17.7(a).

18 Dispute resolution

Any disputes that arise between AAL or an Aircraft Operator that cannot be settled between the parties within a reasonable period (other than disputes entitling a party to proceed for equitable relief) shall be settled as follows:

- (a) either party must submit a 'notice of dispute' to the other party setting out all reasonable details and particulars of the dispute;
- (b) the parties must meet within five (5) Business Days of the date of receipt of the notice of dispute and attempt to resolve the dispute on a mutually acceptable basis and for such purpose each party shall nominate a representative authorised to deal with the dispute;
- (c) if the dispute is not resolved within five (5) Business Days of the first meeting held pursuant to clause 18(b) then the dispute shall be referred to the Managing Director of AAL and the Managing Director of the Aircraft Operator (or persons holding substantially the same office or position) who shall use their reasonable endeavours to resolve the dispute on a mutually acceptable basis; and
- (d) if the dispute is not resolved within five (5) Business Days of referral to the Managing Directors (as the case may be) of the parties pursuant to clause 18(c) then the parties shall be entitled to pursue or enforce all of their legal rights and remedies in respect of the subject matter of the dispute.

19 Governing law and jurisdiction

- (a) The Terms are governed by the laws of South Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of South Australian, or the Federal Court (Adelaide Registry) and courts competent to hear appeals from those Courts.

Schedule 1

Definitions and interpretation

1 Definitions and abbreviations

1.1 In these Terms, unless the contrary intention applies:

AAL means Adelaide Airport Limited ABN 78 075 176 653 and, where the context otherwise permits or requires the related operations of AAL, any related corporation of it authorised to provide the Aeronautical Services, Airport Facilities and Government Mandated Services;

AAL Data means all data (including metadata) and information relating to AAL and the operations, facilities, customers, clients, personnel, assets and programs of AAL (other than publicly available information) and including Personal Information and sensitive information, in whatever form that information may exist and whether accessed, created, captured, collected, entered into, stored in, generated by, controlled, managed, retrieved, transferred, transmitted, printed, processed or produced as part of carrying out the activities of the Airline Operator or Airline Owner as associated with these Terms;

AAL Website means the website located at 'www.adelaideairport.com.au' or any replacement website operated by AAL;

Aeronautical Services means the services for the time being and from time to time declared as aeronautical services and facilities pursuant to or for the purposes of the *Airports Regulations 1997* (Cth), including as described in Schedule 2;

Aeronautical Services Agreement means an agreement between AAL and an Aircraft Operator and/or Aircraft Owner which contains the terms on which the parties have agreed to regulate the parties' respective rights and obligations in relation to the use of the Airport in substitution of these Terms, however such an agreement is described;

Air Navigation Regulations means regulations made under and pursuant to the *Air Navigation Act 1920* (Cth);

Aircraft means and includes fixed wing aircraft, helicopters, balloons powered or un-powered 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 the written acceptance of AAL, operates that Aircraft when it arrives at or departs from the Airport (as the case may be);

Aircraft Owner means that person named on the Certificate of Registration of the Aircraft;

Aircraft Register means the register of Australian Aircraft established pursuant to Part 47 of the Civil Aviation Safety Regulations;

Airport means the physical site known as Adelaide Airport and all adjacent lands and roads leased, operated or controlled by AAL from time to time and as described in Memorandum of Lease No. 8635854 granted to AAL by the Commonwealth;

Airport Emergency Plan means a plan developed by AAL to co-ordinate all agencies (and their individual airport emergency procedures) and State or area supporting plans for dealing with an Airport emergency;

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

Airport Master Plan means a plan as detailed in Part 5 Division 3 of the *Airports Act 1996* (Cth);

Airport Operations Manual means a manual required under the Civil Aviation Safety Regulations in respect of a licensed airport setting out, in the approved form, particulars of and operating procedures for the Airport;

Airport Procedures means the policies, procedures, manuals and plans relevant to the Use of the Airport (or any associated purpose) published by AAL (whether online or in print) as updated from time to time, which shall include (but not be limited to) those documents specified in Schedule 3;

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 on International Civil Aviation;

Amount Owing means the Fees including, without limitation, all charges, moneys and liabilities due to AAL under these Terms;

Arrival Fee means the fee for the arrival of an Aircraft at the Airport, being the relevant amount described in the Schedule of Fees;

ASIC means Aviation Security Identification Card;

Attorney means AAL and any director or officer of AAL appointed an attorney pursuant to clause 8.2(d);

Bank means an 'authorised deposit-taking institution' or 'ADI' as those terms are used in the *Banking Act 1959* (Cth);

Bank Guarantee means a guarantee which:

- (a) is issued in favour of AAL by a Bank;
- (b) is enforceable, irrevocable, continuing and unconditional;
- (c) requires the Bank to pay to AAL any amount demanded up to the full amount of the Bank Guarantee without reference to the Aircraft Owner and/or Aircraft Operator, even if that party has notified the Bank that it should not make payment;
- (d) has no expiry date, or has an expiry date no less than three years from the date of issue;
- (e) is for an amount calculated in accordance with clause 8.3(c); and
- (f) is otherwise in a form acceptable to AAL,

whereby the Bank undertakes to pay to AAL, on demand, any sum demanded by AAL which does not exceed the amount of the demand;

BARA means the Board of Airline Representatives of Australia;

BBSW means the 90-day bank bill swap bid rate (BBSW) as determined from the ASX website at 11am (Sydney time) on the relevant date;

Business Day means a day other than a Saturday, Sunday or public holiday on which Australian Banks are open for general banking business in South Australia;

Certificate of Registration means a certificate issued pursuant to Part 47 of the Civil Aviation Safety Regulations;

Civil Aviation Regulations means the *Civil Aviation Regulations 1988* (Cth);

Civil Aviation Safety Regulations means the *Civil Aviation Safety Regulations 1998* (Cth);

Claim means and includes any action, proceeding, demand, cost, charge and expense of whatsoever kind or nature;

Closed Charter Operations means an operation of Aircraft for the carriage of people, or both people and goods, of an air service that:

- (a) is provided for a fee payable by persons using the service;
- (b) is conducted in accordance with fixed schedules to or from fixed terminals over specific routes; and
- (c) is not available to the general public on a regular basis;

Closed Charter Operator means a person/company undertaking Closed Charter Operations;

Commonwealth Department means the Australian Commonwealth Government Department with the portfolio of responsibilities relating to Airports;

Confidential Information means any and all information (whether received before or after the commencement of the operation and effect of these Terms) that:

- (a) is by its nature confidential or proprietary; or
- (b) the party receiving it (the recipient) knows or ought to know that it is confidential or proprietary,

and includes:

- (c) all other commercial, financial, legal and technical information (whether written, oral or in other recorded or tangible form) provided (whether prior to or on or after the commencement of operation and effect of these Terms) to the recipient (and/or its advisers) by the party providing Confidential Information and includes all notes, calculations, conclusions or summaries or other material derived or produced partly or wholly from any of the Confidential Information and any or all computer records (including data, copies, models, reproductions and recordings) derived or produced partly or wholly from any of the Confidential Information;

CPI means the Consumer Price Index (All Groups) for Capital Cities published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorized by the Commonwealth of Australia to do so;

Corporations Act means the *Corporations Act 2001* (Cth);

Cross Liability Clause means a clause which obliges an insurer to protect each insured, including a Co-insured, as if a separate policy had been issued to each of them;

CUSS means Common User Self Service;

CUTE means Common User Terminal Equipment;

DCS means departure control system;

Departure Fee means the fee for the departure of an Aircraft from the Airport, being the relevant amount described in the Schedule of Fees;

Domestic Operations means aircraft operations that are not International Operations;

Domestic Passenger means a person travelling on the Aircraft Operator's Aircraft engaged in Domestic Operations (excluding Infants, Operating Crew and Positioning Crew but including Transfer Passengers, and Transit Passengers) arriving at or departing from the Airport;

Domestic Passenger Transport Service means:

- (a) RPT Operations; or
- (b) Closed Charter Operations,

which is not an International Passenger Transport Service or a Regional RPT Service;

Due Date has the meaning given to it in clause 7.6(d);

Eligible Data Breach has the same meaning as it does under the Privacy Act;

Fees means any and all fees and charges, however described, payable pursuant to, and calculated in accordance with, the Schedule of Fees together with any other amounts that are payable to AAL under these Terms;

Flight has the same meaning as is given to that term in the *Civil Aviation Act 1988* (Cth);

Force Majeure Event means in relation to either the Airport or airline, acts of God, acts of any governmental or national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, pandemic or epidemic;

Freighter means an Aircraft on which no fare paying passenger is carried and is configured only to carry cargo;

General Aviation means any use of freight, rotary flying, fixed wing Aircraft for commercial and non-commercial purposes, other than Passenger Transport;

Government Mandated Costs means the costs that AAL incurs in providing to an Aircraft Operator the Government Mandated Services that are imposed on AAL by the Commonwealth Government, and (for the avoidance of doubt) includes AAL's own costs in administering the Government Mandated Services and the cost of purchase or leasing and installation and operation of the security equipment and the weighted average cost of capital to fund such equipment;

Government Mandated Fees means that component of the Arrival Fee and Departure Fee the described as the 'Government Mandated Fee' in the Schedule of Fees;

Government Mandated Services means those services which AAL provides to Passenger Transport Operators and other users of the Airport which are mandated by the Commonwealth Government (in applicable legislation and ministerial or Commonwealth Department directions) or other lawful authority, irrespective of the form in which such mandate is given to AAL, and includes (but are not limited to) the following services:

- (a) Airside inspections; and
- (b) Terminal passenger screening; and
- (c) Terminal passenger checked bag screening; and
- (d) other services required by the Commonwealth Government or other lawful authority;

Ground Handling Services means the provision of all or some of the following services namely:

- (a) passenger check-in;
- (b) baggage handling;
- (c) aircraft cleaning and catering;
- (d) aircraft or vehicle maintenance;
- (e) fuel services; and
- (f) in some instances, aircraft engineering;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Handling Agent means any person, firm or company appointed by the Aircraft Operator to perform the handling functions or an Aircraft Operator who self handles;

IATA means International Air Transport Association;

Infant means a person who at the first date of travel is under the age of 2 years and does not occupy his or her own seat on the Aircraft;

Injury includes injury, sickness and death;

Interest Rate means 2% above BBSW;

International Operations means operations by an Aircraft Operator that involve departure from a point outside Australia or arrival at a point outside Australia of an Aircraft Operator's Aircraft;

International Passenger means a person travelling on the Aircraft Operator's aircraft engaged in International Operations (excluding Infants, Operating Crew, Positioning Crew, Transfer Passengers, and Transit Passengers) arriving or departing from the Airport;

International Passenger Transport Service means:

- (a) RPT Operations; or
- (b) Closed Charter Operations,

involving the departure of an Aircraft from a point outside Australia or arrival of an Aircraft at a point outside Australia;

Landing Fee means that component of the Arrival Fee and Departure Fee described as the 'Landing Fee' in the Schedule of Fees;

Loss means and includes direct loss, indirect loss, consequential loss, loss of profits, damage, including damage to business, any reference to the making of payment by AAL and a reference to the incurring of any expense by AAL;

Material Adverse Event means an unexpected event or combination of events which are not within the control of AAL and which has a material adverse effect on AAL, including (without limitation) an event or combination of events which has, or is reasonably expected to have, any of the following effects:

- (a) a reduction in total passenger numbers of at least 20% below the passenger forecasts (as at the most recent Review Date) over a six (6) month period; or
- (b) an increase in annual Operating Expenses of more than 25% above the forecast Operating Expenses (as at the most recent Review Date); or
- (c) a combination of the impacts specified in paragraphs (a) and (b) which individually are less severe than the limits specified in those paragraphs but which in aggregate are sufficiently severe as to adversely affect the short-term liquidity and solvency of AAL;

Maximum Take-Off Weight or **MTOW** means in relation to an Aircraft, the weight set out in the certificate of airworthiness of, or the flight manual for, the Aircraft as the maximum take-off weight for the purposes of the Civil Aviation Regulations;

NOTAM means a Notice to Airmen and has the same meaning as it does in the Civil Aviation Safety Regulations;

Operating Crew means Aircraft Operators' employees operating as flight or cabin crew on arriving or departing Aircraft at the Airport;

Operating Expenses means all items of expenditure by AAL in providing the Aeronautical Services and Airport Facilities and which are classified as operating expenses under the Australian Accounting Standards applicable to AAL;

Parking Fees means the fee for parking of an Aircraft at the Airport, being the relevant fee described in the Schedule of Fees;

Passengers means Terminal Passengers, Transfer Passengers and Transit Passengers of Passenger Transport Operators;

Passenger Transport means RPT Operations or Closed Charter Operations;

Passenger Transport Operator means an RPT Operator or a Closed Charter Operator;

Performance Principles means the principles set out in clause 2 of Schedule 8;

Personal Information has the same meaning as it does under the Privacy Act;

Personal Property Securities Register means the register maintained pursuant to the *Personal Property Securities Act 2009* (Cth) (as amended from time to time) including any subsequent or other legislation (or other legislative instrument of any kind) which regulates any register of such interests;

Positioning Crew means Aircraft Operators' flight and cabin crew, other than Operating Crew, arriving into or departing from the Airport on company duty travel for the purposes of positioning for, or returning from, crewing duties;

Privacy Act means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles;

Privacy Legislation means any other privacy related statutes, regulations, standards, by-laws, ordinances, subordinate legislation, industry codes of conduct and any government order, decree or other instrument which a party is required to comply with at law, other than the Privacy Act;

Regional RPT Service means a Service run by an RPT Operator arriving at or departing from the Airport:

- (a) on an aircraft weighing less than or equal to 20,000 kgs;
- (b) operating to a port not primarily serving as a private commercial interest; and
- (c) operating to a port that is not currently served, nor has been served in the past 24 months, as an RPT Operation on an aircraft greater than or equal to 20,000kg on any carrier from any port;

RPT Operations means an operation of an Aircraft for the purposes of the carriage of people, or both people and goods, of an air service that:

- (a) is provided for a fee payable by persons using the service; and
- (b) is conducted in accordance with fixed schedules to or from fixed terminals over specific routes; and
- (c) is available to the general public on a regular basis;

RPT Operator means a person/company undertaking RPT Operations;

Security Incident means:

- (a) any unauthorised access to or unlawful use of, loss of, alteration of or disclosure of AAL Data or Personal Information within the Airline Operator's or Airline Owner's or either of its employees, officers, agents or contractors' (each a **Relevant Entity**) possession or control (including any data and information stored on the Relevant Entity's equipment, computer program or in the facilities used by the Relevant Entity, or any unauthorised or unlawful access or modification to such equipment, computer program or facilities);
- (b) any unauthorised access to any AAL data centre at the Airport which the Relevant Entity is provided access to;
- (c) any data breach under any laws;
- (d) any unauthorised impairment of electronic communication to or from a computer used by the Relevant Entity to carry out the Relevant Entity's obligations under these Terms;
- (e) any unauthorised impairment of the availability, reliability, security or operation of AAL Data or Personal Information, a computer program or equipment, facilities used by the Relevant Entity to carry out the Relevant Entity's obligations under these Terms;
- (f) any denial of service attack;
- (g) the occurrence of circumstances indicating it is reasonably likely that any of the circumstances under paragraphs (a) to (f) have occurred;
- (h) any similar events relating to AAL Data or Personal Information which trigger, or are likely to trigger, contractual reporting obligations or legal reporting obligations to an authority or which would require a response or action under these Terms, at law or under any of the Airport Procedures; or
- (i) any alleged or suspected occurrence of any of the above events or circumstances.

Schedule of Fees means the most recent version of the document entitled 'Schedule of Aeronautical Fees' as published on AAL's Website from time to time;

Service means a route operated to or from the Airport to or from another airport;

T1 means the Multi-User Integrated Terminal at the Airport;

Terminal means:

- (a) T1; and
- (b) any other building at the Airport from time to time used for the purposes of processing Passengers or RPT Operations;

Terminal Asset Allocation Guidelines means the 'Adelaide Airport Terminal Asset Allocation Guidelines';

Terminal Expansion Fee means the fee related to the recovery of the terminal expansion project undertaken predominantly between 2018 and 2021 for the benefit of International Operations being that component of the Arrival Fee and the Departure Fee described as the 'Terminal Expansion Fee' in the Schedule of Fees;

Terminal Fee means that component of the Arrival Fee and Departure Fee described as the 'Terminal Fee' in the Schedule of Fees;

Terminal Passenger means a Passenger joining or leaving an Aircraft at the Airport;

Terms means these Adelaide Airport Terms of Use;

Transfer Passenger means a Passenger identified by Handling Agents who arrives at the Airport by one Aircraft and departs the Airport on another Aircraft and is treated as a Terminal Passenger;

Transit Passenger means a Passenger who arrives in and departs from the Airport on the same Aircraft or an Aircraft with the same flight number;

Transport Security Program means a program required under the *Aviation Transport Security Act 2004* (Cth) of measures adopted by an airport to safeguard civil aviation against acts of unlawful interference; and

Use of the Airport means the use by an Aircraft of the Airport and includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers and/or cargo.

2 Interpretation

In these Terms, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include the other genders;
- (b) other grammatical forms of defined words or expressions have corresponding meanings;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or a schedule or annexure to this document and a reference to this document includes any schedules and annexures;
- (d) a reference to a document or instrument, including this document, includes a reference to that document as amended, novated, altered, supplemented or replaced from time to time;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;

- (f) a reference to time is to Adelaide, Australia time;
- (g) a reference to a party includes its executors, administrators, successors and permitted assigns and persons to whom this document is novated;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (m) headings and recitals are for ease of reference only and do not affect interpretation.

Schedule 2

Aeronautical Services and Airport Facilities

- 1 Aeronautical Services and Airport Facilities that AAL provide
 - (a) Airfield and landside services and facilities, including:
 - (i) airside grounds, airside roads, runways, taxiways and aprons; and
 - (ii) airfield and airside lighting;
 - (iii) airside busing*;
 - (iv) airside safety, security services and facilities;
 - (v) aircraft parking sites;
 - (vi) wayfinding on the airfield including visual aids;
 - (vii) aircraft refuelling infrastructure (including pipelines to and from the JUHI);
 - (viii) utilities and other services to support airfield operations;
 - (ix) aircraft sewage waste disposal facilities;
 - (x) potable water;
 - (xi) ground power;
 - (xii) pre conditioned air for wide body aircraft;
 - (xiii) wildlife hazard management;
 - (xiv) apron floodlighting; and
 - (xv) access roads and facilities in landside areas (including lighting).
 - (b) Terminal facilities including but not limited to:
 - (i) aprons and aerobridges including visual docking guidance system;
 - (ii) facilities to enable processing of passengers through customs, immigration and quarantine;
 - (iii) check-in and baggage handling facilities and equipment;
 - (iv) departure lounges and holding lounges (but excluding commercially important persons lounges);
 - (v) seating and queueing areas;
 - (vi) security systems and services (including closed circuit surveillance systems);
 - (vii) public areas in terminals, public amenities, lifts, escalators and moving walkways;
 - (viii) flight information display systems in the check-in hall, at each boarding gate, at key locations within the departure lounge and at baggage reclaim;
 - (ix) public-address systems;

- (x) waste disposal services, including quarantine waste disposal;
 - (xi) building management systems;
 - (xii) wayfinding infrastructure;
 - (xiii) terminal forecourt area; and
 - (xiv) utilities and other services necessary to support terminal operations.
- 2 For the avoidance of doubt, AAL will **not provide**, and the following are not considered 'Aeronautical Services' for the purposes of this Schedule 2:
- (a) navigation aids;
 - (b) rescue and firefighting services;
 - (c) en-route services;
 - (d) meteorological services;
 - (e) engineering services;
 - (f) aircraft towing;
 - (g) aircraft refuelling;
 - (h) services provided to terminal areas under lease to airlines or retailers;
 - (i) customs, immigration or quarantine equipment; and
 - (j) any Ground Handling Services.

***Note:** Airside busing is provided by AAL where operationally required and infrastructure is unavailable.

Schedule 3

Airport Procedures

- Airport Operations Manual, including all associated documents, for example:
 - Airport Emergency Plan
 - Safety Management System
 - Wildlife Hazard Management Plan
 - Terminal Evacuation Plan
 - Adelaide Airport Airside Vehicle Control Handbook
- Transport Security Program, including all associated documents, for example:
 - Aviation Security Identification Card (ASIC) Program
- Terminal Asset Allocation Guidelines
- Terminal Manual Part B Terminal Operations
- Adelaide Airport Site Rules and Conditions for Contractors – a copy is available on the AAL Website
- Adelaide Airport Airside Operating Conditions for Contractors- a copy is available on the AAL Website
- Adelaide Airport Security Guide - a copy is available on the AAL Website

Schedule 4

Adelaide Airport Notification of Aircraft Details

This form is only applicable to aircraft that do not have current registration and ownership information supplied to Airservices Australia. Before completing this form please read the notes below.

PART 1

	Aircraft Registration:
Aircraft Type:	

Certificate of Registration of Holder

Name:		
Address:		
Telephone: ()	Fax: ()	email:

Owner: (if different to Certificate of Registration Holder)

Name:		
Address:		
Telephone: ()	Fax: ()	email:

Operator:

Name:		
Address:		
Telephone: ()	Fax: ()	email:
Effective Dates of Operation:		
From –		
To -		

Signature of person completing this form

.....
Certificate of Registration Holder/Owner/Operator (Delete whichever is not applicable)

Note:

All Fees are fixed and recoverable as a debt due to Adelaide Airport Limited (AAL) under the *Aerodrome Fees Act 1998* (SA).

AAL holds the person(s) named on the Certificate of Registration and the Aircraft Operator jointly and severally liable for the payment of all Fees, interest and costs incurred by an Aircraft Operator using the Aeronautical Services, Airport Facilities and (if applicable) Government Mandated Services.

Please refer to clause 7 of the Terms of Use regarding Fees and payment of Fees.

PART 2

Commencement date of Flight Schedule	20
Flight Schedule		As per copy provided 20..... The Aircraft Operator must supply a copy of any new or amended Flight Schedule at least 30 days prior to the commencement of that Schedule.

Schedule 5

Adelaide Airport Statistical Information

ALL AIRCRAFT		
Flight Number		
Aircraft Registration Number		
Airline/Aircraft Operator		
Aircraft type		
MTOW		
Maximum Passenger Capacity		
	Arrivals	Departures
Origin		
Destination		
Date of Flight		
Scheduled time of arrival (if applicable)		
Actual time of arrival		
Terminal Gate used (if applicable)		
PASSENGER INFORMATION		
All services	Seating capacity of Aircraft	
	Positioning Crew	
	Infants	
International Services only	International passengers	
	Domestic on-carriage passengers	
	Transits (within the International Terminal)	
	Transfers (within the International Terminal)	
	Transfers (to the Domestic Terminal) – if available	
	Transfers from the Domestic Terminal – if available	
Domestic Services only	Domestic passengers	
	Transits (within the Domestic Terminal)	
Regional Services only	Regional Passengers	
TOTAL PASSENGERS		
FREIGHT INFORMATION		
Freight carried – Tonnes		

Schedule 6

Adelaide Airport Contact Details and Addresses

For serving of notices:

Adelaide Airport Limited
ABN 78 075 176 653
1 James Schofield Drive
ADELAIDE AIRPORT SA 5950
Attention: Company Secretary
Telephone +61 08 8308 9211
Email companysecretary@aal.com.au

For Safety, Security, Environmental and Operational Faults:

Adelaide Airport Limited
Airport Coordination Centre
Telephone 08 8154 9444
24 Hours a day 7 days a week.

For Property and Commercial (non aeronautical) matters:

Adelaide Airport Limited
Property Development Department
1 James Schofield Drive
ADELAIDE AIRPORT SA 5950
Telephone 08 8308 9211
Business Hours.

Schedule 7

Insurance Policy Requirements

These requirements are prescribed in accordance with clause 13.1:

Group / Classification		Third Party Liability
		Combined single limit for third party liability for any one accident/incident occurrence to be not less than:
Fixed Wing Aircraft		
1	10,000kg MTOW or less	AU\$25,000,000
2	10,001kg – 28,000kg MTOW	AU\$60,000,000
3	28,001kg – 100,000kg MTOW	AU\$200,000,000
4	100,001kg – 170,000kg MTOW	AU\$500,000,000
5	170,001kg MTOW and above	AU\$1,000,000,000
Helicopters		
1	Up to two passenger seats	US\$8,000,000
2	Three and four passenger seats	US\$10,000,000 or A\$16,000,000
3	More than four passenger seats	US\$15,000,000 or A\$24,000,000
Aircraft other than helicopters, jet aircraft or large turbo prop aircraft		AU\$20,000,000

Schedule 8

AAL's service philosophy

1 AAL's vision

To be everyone's favourite airport. Seamless. Connected. Easy. To achieve this goal AAL adopts a partnering approach in its dealings with its stakeholders with the intention of and commitment to achieving mutually acceptable outcomes.

2 Performance Principles

AAL applies the following Performance Principles to its activities and development of the Airport:

- (a) deliver high quality facilities and services that are regarded as top tier in the Asia Pacific, safe, secure and sustainable;
- (b) provide a comfortable and friendly environment to the travelling public;
- (c) continue to improve Airport Facilities and Aeronautical Services in accordance with the Airport Master Plan;
- (d) ensure that a high standard of cleanliness of public areas and facilities is maintained by AAL contractors, tenants and concessionaires;
- (e) maintain the highest environmental standards practicable while balancing economic development;
- (f) ensure compliance with occupational health and safety standards in place from time to time;
- (g) respond quickly to enquiries; and
- (h) continue to work closely with Aircraft Operators and their representative organisations, government agencies, individually and through the Airline Operators Committee, to ensure that Terminal facilities and services are supplied and allocated in a mutually beneficial and equitable manner and with the public's best interests in mind.

3 AAL's Commitment

AAL's commitment to the Performance Principles set out in clause 2 of Schedule 8 applies to the whole of the Airport and it is AAL's intent to operate a safe, secure and efficient Airport providing quality facilities and services to the general public, travellers, Aircraft Operators, government agencies and associated businesses. AAL regards the establishment of the general Performance Principles as essential to the successful delivery of quality customer service.

4 Performance measures

AAL is committed to developing performance measures that consider quality of service in relation to the Aeronautical Services and Airport Facilities. Aeronautical Services reflect AAL investment in the Airport.

The quality of the Aeronautical Services will largely be determined by the efficacy of the long-term investments that AAL makes.

It is therefore important for stakeholders to appreciate that provision of quality Aeronautical Services to Aircraft Operators and passengers is dependent upon AAL being appropriately and fairly funded through the Arrival Fee and Departure Fee.