



Sunshine Coast Airport Conditions of Use

(As at 1 July 2018)



Sunshine Coast Airport Table of Contents

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1. Defined Terms

1.1 Interpretation

a) Parties

We, Us, Operator and Our is:

- I. Sunshine Coast Airport

All of:

Friendship Avenue, Marcoola QLD 4564

PO Box 9535

Marcoola QLD 4564

Telephone: +61 754 531 500

You, and **Your** shall be:

- I. a user of the Airport who may incur any Charges under the Conditions

1.2 Sunshine Coast Airport Pty Ltd operates Sunshine Coast Airport.

1.3 Date of currency of these Conditions

These Conditions are current as at the date on the front page of these Conditions, until we change, replace or waive them.

1.4 Conditions generally

These Conditions may be an attachment to another agreement between you and us, or the only agreement governing our relationship.

2. These Conditions

2.1 Users of our Airport

- a) Unless we have agreed different conditions with you, these are the conditions under which you use the Facilities at Sunshine Coast Airport.
- b) Despite the fact that you have not signed these Conditions, by using any of the Facilities and Services at any of the Airport, you accept these Conditions, and agree to be bound by them as amended and all of our rules and reasonable directions from time to time.
- c) Subject to any contrary requirements under any legislation we may, by the methods set out in Condition 2.6, change, replace or waive any of these Conditions at any time upon the publication of written notice. Upon such publication you are deemed to be bound by any changes made, and the use of our Facilities and Services or our Airport generally following publication of those changes will be deemed acceptance of the changes.

2.2 Facilities and services at our Airport

- a) We agree to supply Aviation Services, Government Mandated Services and subject to Condition 2.4, general Airport Services to you.
- b) We agree to supply Aviation Services and Government Mandated Services in accordance with:
 - I. these terms and conditions;
 - II. all applicable laws and regulations;
 - III. any and all service levels in the form of Performance Measures;
 - IV. in the case of Government Mandated Services, as required by the

- relevant authority;
- V. with all due care and skill; and
- VI. otherwise in a manner consistent with the world's best practice for leading Domestic and International Airport (inclusive of but not limited to Regional Operations, Charter Operations and General Aviation Operations).

2.3 What these Conditions cover

- a) These Conditions cover the provision of Aviation Services and Government Mandated services. We will charge for the provision of Aviation Services through the Aviation Charges, and for the provision of the Government Mandated Services through the Government Mandated Charges.

2.4 What these Conditions do not cover

- a) These Conditions do not cover the provision of General Airport Services provided by us, or charges for these services. General Airport Services are available for use from us on separate commercial terms and at commercial rates.
- b) We are not responsible for the security of your aircraft. However, you must comply with any of the safety and security requirements of the Airport for which we notify you of from time to time.

2.5 Notification of the existence of these Conditions

- a) We will take reasonable steps to notify you of the existence of, and the requirement to comply with these Conditions prior to your use of our Facilities and Services.

2.6 Changes to these Conditions

- a) All users of our Airport, which continue to use our Airport after notification of the changes, will be deemed to accept the changes to these conditions.

3. Facilities and Services

3.1 Using our Facilities and Services

When using our Facilities and Services at the Airport you must comply with:

- a) this Conditions of Use document;
- b) the operational requirements of the Airport as published in ERSA and NOTAMs;
- c) Civil Aviation Safety Authority and Airservices rules and regulations ;
- d) all relevant Legislation, which include Occupational Health and Safety Legislation
- e) other conditions, instructions, orders and directions necessary for the day to day operation of Airport;
- f) local flying restrictions; and
- g) directions on security from the Commonwealth Department of Infrastructure Transport Regional Development and Local Government;
- h) the requirement to obtain and observe the relevant operator licenses issued by Sunshine Coast Airport Management and at its sole discretion, including, but not limited to, airside vehicle permits, airside driving licenses, Aviation Security Identification Cards (ASIC) and Visitor Identification Cards (VIC).

- 3.2** You must not do anything which puts us in breach of any Legislation.
- 3.3** You accept that:
- a) access to our Facilities and Services is subject to the demands of other users of the Airport;
 - b) use of the Airport may be constrained by Legislation; and
 - c) we are not responsible for the security of aircraft or your property.

4. Information Required from Aircraft Operations

4.1 Regular Public Transport (RPT) Operations

For aircraft and operators involved in RPT Operations:

- a) before using our Facilities and Services at an Airport you must give us the information we require in a timely manner at SCA's sole discretion, including:
 - i. evidence that you have emergency procedures in place in connection with all potential threats to passengers, cargo and the Facilities and Services at the Airport as appropriate to your operations and at least to the standard required to comply with the Aerodrome Emergency Procedure and the Aerodrome Emergency Plan;
 - ii. the names, addresses, telephone numbers (business and after hours), email contacts, facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Service at the Airport;
 - iii. evidence of the insurance policies you hold that are consistent with the requirements of Condition 4.1 and confirmation that these policies will remain current at all times when you are using the Facilities and Services at the Airport;
 - iv. ground handling arrangements for passengers and cargo if required for your operations;
 - v. arrangements for the repositioning of stationary aircraft; and
 - vi. confirmation that the types and standards of aircraft being flown by you into and from the Airport are compliant with the *Air Navigation (Aircraft Noise) Regulations*
- b) you must provide us with the details of any changes made to information required under this Condition 4.1(a) within 1 month of such change.

5. Government Mandated Charges

5.1 Payment of Government Mandated Charges

You must pay us the Government Mandated Charges applicable to the Government Mandated Services provided to you.

5.2 Government Mandated Services

We administer the Government Mandated Charges applicable for the provision of safety and security at our Airport, which include (but are not limited to) the following services:

- a) terminal passenger screening;
- b) terminal passenger checked bag screening;
- c) other services required by the Commonwealth Government or other lawful authority and any additional security measures we are required to take or

which we undertake through third parties and which may include the incurrence of capital expenditure (allowing a reasonable return on capital investment) to provide such services and which are provided by us to you at our Airport from time to time;

- d) any hiring of equipment required for providing the Government Mandated Services and
- e) any operational and administrable costs incurred by the Airport to provide the Government Mandated Services either directly, or on a contract management basis.

6. Compliance with Conditions

- 6.1 If you do not comply with these conditions and subject to our legal obligations, we may provide you with written notice requiring compliance.
- 6.2 If you do not comply with any safety or security requirements, we may give you notice to comply immediately.
- 6.3 We may stop you from using our Facilities and Services at the Airport if you do not comply with a notice.

7. Moving Aircraft

- 7.1 We may at any time, acting reasonably, require you to:
 - a) move any aircraft to another position at the Airport; or
 - b) remove an aircraft from the Airport at your cost, and within a specified time.
- 7.2 If you do not comply with our order within the specified time, we may move or remove the aircraft and:
 - a) you must pay all our reasonable costs of having the aircraft moved or removed;
 - b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our order, including any loss or damage caused to any property in the detainment, or movement of the aircraft;

Provided that we first make all reasonable attempts to contact you before moving or removing your aircraft.

8. Airport Closed or Services Unavailable

- 8.1. We will endeavour to keep our Facilities and Services at the Airport available for you to use, subject to any reasonable requirements we may have for operational purposes, maintenance and new development, or any events beyond our reasonable control.
- 8.2. We may at any time on short notice declare that any of our Facilities and Services are wholly or partly unavailable for use due to safety or operational requirements. We will use our best endeavours to notify you of any unavailability. It is your responsibility to arrange use of alternate facilities or services.

9. Services We Do Not Provide

- 9.1 We do not provide;
- (a) terminal navigation services; or
 - (b) rescue and fire fighting services; or
 - (c) en-route services; or
 - (d) meteorological services; or
 - (e) engineering services; or
 - (f) apron services other than allocation aircraft parking bays; or
 - (g) aircraft, building, motor vehicle or other security services.

Schedule 1 – Definitions

Us - Sunshine Coast Airport

Sunshine Coast Airport – Sunshine Coast Airport Pty Ltd as Trustee for Sunshine Coast Airport Trust.

SCA - Sunshine Coast Airport

Aeronautical Charges – The charges as published by Sunshine Coast Airport.

Aeronautical Services – Facilities and Services means our aircraft movement, parking and passenger processing facilities and services; excluding those referred to the Passenger Service charge.

Aircraft – this definition includes fixed wing Aircraft, helicopters, balloons, powered or unpowered and, their parts and accessories, equipment and stores;

Aircraft Operator – 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 Sunshine Coast Airport, operates that Aircraft when it arrives at or departs from Sunshine Coast Airport as the case may be;

Aircraft Owner – that person named on the Certificate of Registration

Aircraft Register – the register of Australian Aircraft established pursuant to Regulation 8 of the Civil Aviation Regulations (CAR);

Airport – the physical site known as Sunshine Coast Airport and all adjacent lands and roads leased, operated, or controlled by Sunshine Coast Airport;

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

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

Aerodrome Manual – the manual detailing the safety requirements necessary for the licensing of Sunshine Coast Airport pursuant to the Civil Aviation Regulations, Part 139;

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

Air Transport – a flight carried out for hire or reward including any Regular Public Transport operation, any other domestic scheduled flight operated in accordance with the published timetable where the air service is offered to the public whether fully loaded, partially loaded or empty and any flight where the air service is contracted to another person to provide but does not include empty charter positioning flights;

Aviation Charges – has the same meaning as the term “Aeronautical Charges”;

Aviation Services – has the same meaning as the term “Aeronautical Services”;

Baggage Handling System (BHS) – refers to the baggage handling system and associated services that transport baggage from the check-in counters to the make-up laterals, It also refers to the arrivals baggage system and associated services that transport baggage to arriving passengers, It does not refer to the physical handling of aircraft/passenger baggage at any time.;

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

CBS Infrastructure – this is the equipment provided by Sunshine Coast Airport to facilitate the CBS activity and includes X-Ray equipment, building modifications and associated baggage handling system improvements.;

Charges – collectively the charges for the use of Aeronautical Services (Aeronautical Charges) and for the use of Government Mandated Services (Government Mandated Charges);

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

Conditions of Use – the Conditions of Use, upon which Sunshine Coast Airport provides the Services at Sunshine Coast Airport and charges for those Services;

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

CUTE – Common User Terminal Equipment;

Domestic Operations – operations that are not international Operations;

Domestic Passenger – 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 Sunshine Coast Airport;

Flight Information Display System (FIDS) – is an electronic messaging system that displays airline flight information (e.g. arrival and departure time, gates, etc);

Fixed Base Operator (FBO) – as Aircraft Operator who lease either sites and/or buildings from Sunshine Coast Airport;

Foreign Aircraft – an aircraft registered on a national register of aircraft other than the Aircraft register;

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

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

Government Mandated Costs – are costs associated with the provision of a Government Mandated Service to an aircraft operator;

Government Handling Services – means the provision of some or all of the following services, usually by an airline or their nominated ground handling agent:

- a) Passenger check-in;
- b) Baggage handling;
- c) Aircraft cleaning and catering;
- d) Aircraft maintenance;
- e) Aircraft engineering;

Ground Handling Agent – means any person or company appointed by the Aircraft Operator to perform ground handling services for that airline or an Aircraft operator who performs ground handling services for itself at the airport;

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

Landside – that portion of Airport not designated as Airside and to which the general public normally has free (unescorted) access;

Landing Fee – the fee levied to the aircraft operator on a per tonne basis, calculated on the published MTOW of the aircraft. This fee is commonly referred to as MTOW;

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

NOTAM – means Notice to Airmen and published in accordance with the Sunshine Coast Aerodrome Manual;

Operating Crew – Aircraft Operator's employees operating as flight or cabin crew on arriving or departing aircraft at Sunshine Coast Airport;

Passengers – Terminal Passengers, Transfer Passengers and Transit Passengers of RPT Operators;

Passenger Service Charge (PSC) – is the charge for use of the terminal building facilities and services incurred in the processing of domestic, international, military and other passengers;

Positioning Crew – Aircraft Operator's flight and cabin crew, other than Operating Crew, arriving into or departing from Sunshine Coast Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties;

Regular Public Transport (RPT) Operations – the operations of an aircraft for the purpose 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 Regular Public Transport Operations;

Route – any route from Sunshine Coast Airport to or from a first or Final Destination Airport;

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

Transfer Passenger – 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 – a Passenger who arrives in and depart from the Airport on the same Aircraft or an aircraft with the same flight number;

Transport Security Program (TSP) – the aviation security program that details the measures adopted by Sunshine Coast Airport to safeguard civil aviation against acts of unlawful interference;

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

Interest Rate - equal to 2% per annum above the rate quoted from time to time by the Council principal bankers (as nominated by the Council) on overdraft accommodation in excess of \$100,000

Schedule 2 – Common User Conditions

1. Check-in Service and other Counters

1.1 Counters

- a) Each check-in Counter at the Airport Terminal is equipped with:
 - i. Weighing scales; and
 - ii. PA System

2. FIDS and PA Systems conditions

2.1 FIDS

We will provide FIDS core system that provides the information display systems including the central database, the distribution system and the display devices in public areas.

2.2 FIDS information

Accurate information on FIDS

- a) You must ensure that the information displayed on FIDS is current and accurate

FIDS information is confidential

- b) The information on FIDS is confidential information. You must not give any other airlines information on FIDS to anyone else without our prior written consent other than information displayed in a public area

Your warranty in relation to FIDS information

- c) The necessary data to generate your logo and other material in FIDS remains your property
- d) You warrant that you hold copyright in that logo and that your use of the logo and other material does not breach anyone else's copyright or other intellectual property right
- e) We must not give that logo to anyone else without your written consent

2.3 Provision of additional aids

We may install additional FIDS display panels to private areas nominated by you provided you pay an agreed amount to cover the cost of installing the connection and the cost of the display devices.

2.4 PA System

We will provide you with a PA system

- a) We will provide a PA system throughout the Airport Terminal. You must comply with our reasonable directions concerning the use of the PA system

Your use of the PA system

- b) You must act reasonably in the use of the PA system and, without limitation, you must restrict your announcements to whatever is operationally required

3. General Common User Conditions

3.1 Repair and Maintenance

Your obligations

- a) You must pay us for any repairs to, and maintenance of, the Common User Facilities or any other property caused by the neglect, misuse or damage by you, your employees, agents and or contractors

Our obligations

- b) We must repair and maintain the Common User Facilities at our own expense in circumstances other than set out in Common User Conditions 3.2 below

Responsibility for employees and agents

- c) You are responsible for the conduct of your employees and agents. You must ensure they observe these Common User Conditions and the Conditions generally

3.2 Use of Our Equipment

Proper care

- a) You must take proper care of Our equipment and follow our reasonable directions for its use

Repair of our Equipment

- b) You must tell us immediately if any of Our Equipment is not working or has been damaged, we will repair Our Equipment as quickly as practicable. You must not allow any person except our employees, contractors or agents to repair Our Equipment

Access to carry out repairs

- c) You must give us reasonable access to inspect and to repair Our Equipment

3.3 Handling agents

No inconsistent agreements with handling agents

- a) Where you have an agreement with a handling agent, the terms of that agreement must not be inconsistent with any of these Common User Conditions

Handling agent to know about these conditions

- b) You must inform the handling agent of your obligations under these Common User Conditions

Invoicing the charges

- c) We may send our invoices for the Charges payable under these Common User Condition or the Conditions generally directly to your handling agent. You acknowledge that despite this you are the person responsible for payment of the Charges in accordance with the terms of our invoice