



Effective date: 1 July 2025

# Conditions of Use

**Airport Development Group**

**Darwin International Airport  
Alice Springs Airport  
Tennant Creek Airport**

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## BACKGROUND

- (a) We operate the Darwin International Airport, Alice Springs Airport and Tennant Creek Airport (**Airports**) under an airport lease granted by the Commonwealth of Australia, commencing 11 June 1998 (**Airport Lease**).
- (b) These Conditions contain the terms upon which We supply Standard Aviation Services, and Government Mandated Services to You unless otherwise agreed. By landing at an Airport, the User is taken to have accepted and agree to these Conditions.
- (c) These Conditions are required for the safe and efficient operation of the Airports, which are multi-user facilities.
- (d) Standard Aviation Services are provided on an open access and non-discriminatory basis to all Users.
- (e) You must enter into an Aeronautical Service Agreement (**ASA**) with Us in order to receive the Non-Standard Aviation Services.

# AGREED TERMS

## 1. Defined Terms and Interpretation

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### 1.1 Interpretation

#### **Parties**

**We, Us, Operator** and **Our** means (as the case may be):

- (a) Airport Development Group Pty Limited (ABN 77 081 422 915);
- (b) Northern Territory Airports Pty Limited (ABN 83 081 258 139);
- (c) Darwin International Airport Pty Limited (ABN 87 081 258 157);
- (d) Alice Springs Airport Pty Limited (ABN 19 081 258 246); or
- (e) Tennant Creek Airport Pty Limited (ABN 42 081 258 344).

All of:

Physical: 1 Henry Wrigley Drive Eaton NT 0820, Eaton in the Northern Territory of Australia.

Postal: PO Box 40996, Casuarina NT 0811.

Telephone: +61 8 8920 1811

Facsimile: +61 8 8920 1800

**You** and **Your** means (as the case may be):

- (a) A User of an Airport, who may incur any Charges under these Conditions;
- (b) The holder of the Air Operator's Certificate at the time Our Facilities and Services at an Airport are used;
- (c) Where the aircraft is Registered, the holder of the Certificate of Registration at the time Our Facilities and Services at an Airport are used;
- (d) Where the aircraft is not Registered, the Person who We reasonably believe is the owner or Operator of the aircraft; and
- (e) Where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor (administrator) is appointed in respect of a Person liable for Charges the administrator is jointly and severally liable with that Person or that Person's estate for all Charges in respect of each Use which occurs during the period of the administrator's appointment.

## 1.2 **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.

## 1.3 **Conditions Generally**

These Conditions may be an attachment to another agreement between You and Us, or the only agreement governing the relationship between You and Us.

# 2. **These Conditions**

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## 2.1 **Users of Our Airports**

- (a) Unless We have agreed different conditions of use for an Airport with You, these Conditions shall govern Your use the Standard Aviation Services and Government Mandated Services at the Airports.
- (b) By using any of the Facilities and Services at any of the Airports, You accept the Conditions outlined in this document, 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 requirement under any Legislation, We may, by the methods set out in Condition 2.8, 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 Airports generally following publication of those changes, will be deemed to be Your acceptance of the changes.

## 2.2 **Facilities and Services at Our Airports**

- (a) We supply Standard Aviation Services, Government Mandated Services and subject to Condition 2.4, Non-Standard Aviation Services to You.
- (b) All Users must comply with these Conditions.
- (c) We supply Standard Aviation Services and Government Mandated Services in accordance with:
  - (i) these Conditions
  - (ii) all applicable Legislation; and
  - (iii) in the case of Government Mandated Services, as required by the Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (Department), Department of Home Affairs or any other relevant authority.



### 2.3 What these Conditions Cover

These Conditions cover the provision of Standard Aviation Services and Government Mandated Services. We will charge for the provision of Standard 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 Non-Standard Aviation Services by Us, or Charges for these services. Non-Standard Aviation Services are only available to Users that enter into an ASA with Us for the relevant Airport.
- (b) Users of Standard Aviation Services under these Conditions acknowledge and agree that the services they receive are subject to and subordinate to any Non-Standard Aviation Services and rights granted by Us from time to time.
- (c) We are not responsible for the security of Your aircraft. However, You must comply with any of the safety or security requirements of the Airport.

### 2.5 Permitted Airport Use

The Standard Aviation Services and Government Mandated Services are provided to Users for the exclusive purpose of the User conducting its own civil aviation business using the Airport, which includes the User:

- (a) landing, taxiing and taking-off aircraft;
- (b) parking aircraft;
- (c) undertaking training, circuits, touch and go, instrument training, maintenance flights;
- (d) processing of arriving or departing Passengers and their baggage;
- (e) loading or unloading of freight;
- (f) refuelling, cleaning, performance of routine or minor maintenance and other ground handling activities; or
- (g) the sole retail activities of the sale of tickets for carriage of Passengers on the users Aircraft and the charging for excess baggage for checked in baggage.

A User must not use the Airport without Our prior written approval (which may be withheld in Our absolute discretion), for:

- (a) weighing luggage and charging Passengers for excess cabin baggage at a departure gate at the Airport;
- (b) undertaking any other retail activities other than those expressly permitted by these Conditions of Use; or

- (c) the display of branding, advertising or signage either affixed to the Terminal or temporarily installed (including freestanding) within the Terminal or on the Airport property.

## 2.6 **Priority Use of the Airport**

### **Airport Operator may make and change Scheduling Guidelines**

- (a) The Airport Operator may make Slot/Scheduling Guidelines for the use of the Services. Subject to Condition 2.6(b), the Airport Operator reserves the right to introduce Slot/Scheduling Guidelines (if none are currently in place) or alter the prevailing Slot/Scheduling Guidelines at any time and from time to time. The Airport Operator will use its reasonable endeavours to consult with Users or one or more Relevant Industry Bodies before doing so, and will provide notice of the new or amended Slot/Scheduling Guidelines before any such changes commence in effect.
- (b) Slot/Scheduling Guidelines:
  - (i) ensure the efficient operation of the Airport in a safe, reliable and cost-effective manner for the benefit of all Users, as determined by the Airport Operator acting reasonably;
  - (ii) shall not be inconsistent with Condition 2.6(a) and take into account the slot/scheduling rules proposed by Users; and
  - (iii) give effect to priority rights that We have granted to particular Users under an ASA with respect to gates, aerobridges, main aprons bays and/or standoff bays.

### **How the Airport Operator will change Scheduling Guidelines**

- (c) If the Airport Operator intends to change the Scheduling Guidelines, the Airport Operator will first consult with the affected Users or one or more Relevant Industry Bodies. If an affected User fails to respond to the Airport Operator's request for comment within 10 Business Days after the Airport Operator requests it, the User is deemed to have no comment in relation to the change in the Scheduling Guidelines. The Airport Operator, acting honestly and reasonably, must seek to accommodate any concern or issue raised by any affected User within 10 Business Days of notification of a proposed change.

### **Compliance with Scheduling Guidelines**

- (d) By landing at Airport, the User is taken to have accepted and agrees to comply at all times with the Scheduling Guidelines and also the reasonable directions of the Airport Operator and its Representatives provided that they are acting in accordance with the Scheduling Guidelines.

## 2.7 Notification of the existence of these Conditions

- (a) By landing at an Airport, the User is taken to have accepted and agrees to comply with these Conditions. We will take all practicable 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.
- (b) If You continue to Use Our Airports or Our Facilities and Services after being notified, or after We notify You that the Conditions have been amended, then such continued Use will constitute acceptance of these Conditions and their amendments from time to time.

## 2.8 Changes to These Conditions

- (a) Where reasonably practicable, We will give You thirty (30) days' notice of any changes to these Conditions by email or other means, once the changes have been implemented. We will also publish any new Conditions on Our Websites.
- (b) All Users of Our Airports, who continue to Use Our Airports after notification of the changes, will be deemed to accept the changes to these Conditions.

## 2.9 Terms and Words

Capitalised terms or words used in these Conditions and the attached schedules are defined in Schedule 1 or within the Condition in which that defined term first appears.

## 3. Use of Airport

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- (a) These Conditions govern Your Use of the Airports, the Facilities and Services and any other Services at the Airports. By using the Airports, You accept these Conditions.
- (b) You must not access the Designated Military Area, RAAF Base Darwin or any facility of the Department of Defence unless otherwise authorised by the Department of Defence.
- (c) You may Use any one of the Airports as a designated alternate after first obtaining Our consent.
- (d) You must secure Your aircraft when parked, using tie downs where provided, or chocks where tie downs are not provided.
- (e) You accept that:
  - (i) access to the Airports and the Facilities and Services are subject to the demand of other users of the Airports;
  - (ii) Use of the Airports and the Facilities and Services are governed by relevant laws;

- (iii) subject to legal obligations under the Airport Lease and any relevant Legislation, we may close all or any part of the Airports and withdraw all or any part of the Facilities and Services, for any period We consider appropriate, when in Our opinion it is necessary, prudent or otherwise desirable to do so; and
- (iv) We will not be liable for any loss or damage You sustain as a direct or indirect result of any planned or unplanned closure of the Airports, or interruption or shutdown of any Facilities or Services.
- (f) To the extent of any inconsistency between the Conditions and any ASA or other written agreement in place for the Use of the Airport(s), the ASA or written agreement shall prevail during the term of the ASA or written agreement.
- (g) You agree that when operating at Darwin International Airport or Alice Springs Airport during times when towers are not operational, You must comply with Aerodrome Flight Information Service (AFIS) and Common Traffic Advisory Frequency (CTAF) procedures as required, making all mandatory broadcasts on CTAF and AFIS frequencies. Notifications will be provided via the NOTAM and local broadcast systems.
- (h) You acknowledge and agree that the Alice Springs Airport control tower operation, operated by Airservices Australia, times are subject to change with seasonal flight scheduling and staff availability.
- (i) You acknowledge and agree that the Darwin International Airport control tower operation, operated by the Department of Defence, times are subject to change with seasonal flight scheduling and staff availability. You agree that when operating at Tennant Creek Airport You must operate under CTAF at all times.

## 4. Notices

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### 4.1 Service of Notices

With the exception of notices issued under Conditions 2.7 and 2.8, any notice, demand, consent or other communication concerning these Conditions, must be in writing and be:

- (a) Signed by that party, its Authorised Representative, or by its solicitors; and
- (b) Served by being delivered personally to the party or by sending it by Registered mail to:
  - (i) the address most recently notified by that party; or
  - (ii) the Registered office, if a company; or
  - (iii) the address indicated on these Conditions; or
  - (iv) by sending an email to the email address provided for that purpose.

- (c) Any notice, demand, consent or communication sent by post will be deemed to be served when the letter would be delivered in the ordinary course of post. Any change of address for the service of notices of either party, must be notified in writing to the other party within seven (7) days of the change.

## 4.2 Contact Information

You can contact Us by any of the following means:

- (a) By mail to:

Chief Executive Officer

Airport Development Group

Airport Management Centre

PO Box 40996

CASUARINA NT 0811

- (b) By email to:

InformationDarwin@adgnt.com.au

- (c) By telephone:

Business Hours

- (08) 8920 1811 (for calls made from within Australia)
- +61 8 8920 1811 (for calls made from outside Australia)

- (d) After Hours

- **Darwin International Airport:**
  - 0402 088 145 (for calls made from within Australia)
  - +61 402 088 145 (for calls made from outside Australia)
- **Alice Springs Airport:**
  - 0402 088 151 (for calls made from within Australia)
  - +61 402 088 151 (for calls made from outside Australia)
- **Tennant Creek Airport**
  - 0402 088 160 (for calls made from within Australia)
  - +61 402 088 160 (for calls made from outside Australia)

## 5. Compliance with Legislation

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### 5.1 General Compliance Obligations

- (a) When using the Facilities and Services, the Standard Aviation Services, or any other services at the Airports, You must comply with:
- (i) these Conditions;
  - (ii) all relevant Legislation, including but not limited to the *Civil Aviation Act 1988* (Cth) and *Civil Aviation Safety Regulations 1998* (Cth), all relevant Air Services Australia publications and any direction from the Civil Aviation Safety Authority;
  - (iii) the operational requirements of the Airports as published in En Route Supplement Australia (**ERSA**) and Notice to Airmen's (**NOTAM**);
  - (iv) Our environmental requirements as described in the Airports Environmental Strategy, as amended from time to time;
  - (v) all relevant Legislation relating to work health and safety, including the *Work, Health and Safety (National Uniform Legislation) Act 2011*(NT), the *Work, Health and Safety (National Uniform Legislation) Regulations 2011* (NT), *Return to Work Act 1986* (NT) and all applicable environment Legislation;
  - (vi) other conditions, instructions, orders and directions necessary for the day to day operation of the Airports and as published by the Airports from time to time;
  - (vii) local flying restrictions;
  - (viii) directions on security from Commonwealth of Australia represented by the Department, and such relevant Airport security programme as implemented at the Airports, from time to time;
  - (ix) any noise management procedures or regulations in place from time to time by the relevant statutory authority;
  - (x) directions from any other Person empowered by any relevant law to give the same; and
  - (xi) the appropriate Airport policies, procedures, manuals and guidelines as applicable to the relevant Airport.

You are responsible for familiarising Yourself with all matters referred to in Conditions 6.1(a).

- (b) You must not do anything that puts Us in breach of any Legislation.

- (c) We need not give You information which would result in Us breaching any confidentiality obligations, or security restrictions. If We provide You with any information and require that disclosure be limited to certain authorised personnel, You must comply with this request.

## 5.2 Default and Termination

Where You are in breach of these Conditions, We may, to the extent of Our entitlement to do so under the Airports Act and the relevant Airport Lease, refuse You to and use of Our Facilities and Services upon fourteen (14) days written notice.

## 6. Information we require from Users

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### 6.1 Scheduled Air Transport Operations

For Aircraft and Users involved in Scheduled Air Transport Operations:

- (a) Before using Our Facilities and Services at an Airport, You must give Us the information as outlined in Our Terminal Operations Manual, including (without limitation):
  - (i) Your name, address, ABN and contact details;
  - (ii) evidence that You have in place, emergency procedures in connection with all potential threats to Passengers, cargo and the Facilities and Services at the Airport as appropriate to Your operations and at least to the standard required to comply with the Aerodrome Emergency Procedures and the Aerodrome Emergency Plan;
  - (iii) the names, addresses, telephone numbers (business and after hours), 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 Services at the Airport;
  - (iv) evidence, to Our satisfaction, of the insurance policies You hold that are consistent with the requirements of Condition 20 and confirmation that these policies will remain current at all times when You are using the Facilities and Services at the Airport;
  - (v) ground handling arrangements for Passengers and cargo;
  - (vi) arrangements for the repositioning of stationary aircraft, including prompt removal of disabled aircraft from runways and taxiways; and
  - (vii) 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.

You must provide Us with the details of any changes made to information required under this Condition 6.1, within one (1) month of such change.

- (b) You must, within seven (7) business days of the end of each calendar month, provide Us with a statement which specifies for the relevant month, a listing of each aircraft movement at each Airport that includes details of dates of operations, flight number, aircraft registration, aircraft type, aircraft capacity, port of origin/destination, scheduled time of operation (**STA/STD**), Block Time, total number of Passengers, any non-revenue Passengers (including Infants and Operating Crew), cargo weight carried, total number of checked baggage, and any other reasonable detail requested by Us from time to time. The statement will be provided in Excel format unless otherwise requested by Us.
- (c) Where You fail to provide the information mentioned in Condition 6.1(b), We will calculate and levy Our Charges based on the presumption of maximum seat load capacity as published by You, which amounts You are required to pay before the correct load capacity will be recalculated.
- (d) If We ask You, You must give Us certified statements from Your auditor verifying the accuracy of the information You have provided Us under this Condition 6.1. You must give Us the statements within sixty (60) days of the date of Our request, which shall be made no more frequently than once a year. Your auditor must be a Registered Company auditor, pursuant to the *Corporations Act 2001* (Cth) and the requirements of the Australian Securities and Investments Commission.
- (e) You agree that We may, and permit Us to, conduct an independent audit at Our cost, of the information You provided Us under Condition 6.1(f).
- (f) Where the information You provide Us, or the information We obtain from the audit We carry out, discloses any error in the information We have been provided with, We shall be entitled to calculate and levy Charges based upon the information obtained from the independent audit.
  - (i) If the error identified is in Our favour by 2% or more based on the information You have given to Us, then You must reimburse Us the cost of the audit carried out by Us under Condition 6.1(e).
  - (ii) Where You advise Us that the information given to Us under this Condition 6.1 is commercially sensitive, We shall Use best endeavours to maintain its confidentiality.

## 6.2 Non-Scheduled Air Transport Operations

For Aircraft and Users not involved in Scheduled Air Transport Operations:

- (a) Before using Our Facilities and Services at an Airport, You must give Us such information as We may require, including:
  - (i) Your name, address, ABN and contact details;



- (ii) evidence that You have in place, emergency procedures in connection with all potential threats to Passengers, cargo and the Facilities and Services at the Airport/s as appropriate to Your operations and at least to the standard required to comply with the Aerodrome Emergency Procedures and the Aerodrome Emergency Plan;
- (iii) the names, addresses, telephone numbers (business and after hours), 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 Services at the Airport/s;
- (iv) evidence, to Our satisfaction, of the insurance policies You hold that are consistent with the requirements of Condition 20 and confirmation that these policies will remain current at all times when You are using the Facilities and Services at the Airport/s;
- (v) ground handling arrangements for Passengers and cargo;
- (vi) arrangements for the repositioning of stationary Aircraft, including prompt removal of disabled aircraft from runways and taxiways;
- (vii) confirmation that the types and standards of Aircraft being flown by You into and from an Airport are compliant with the Air Navigation (Aircraft Noise) Regulations Chapter 2 phase out program;
- (viii) confirmation of the ownership details for all Aircraft using the Facilities and Services; and
- (ix) Maximum Take Off Weight (**MTOW**) for Aircraft.

### 6.3 Total number of Passengers using the Terminal

- (a) You must, within seven (7) business days of the end of each calendar month, provide Us with a statement which specifies for the relevant month, a listing of each Aircraft movement at each Airport that includes details of dates of operations, flight number, Aircraft registration, Aircraft type, Aircraft capacity, port of origin/destination, scheduled time of operation (STA/STD), Block Time, total number of Passengers, any non-revenue Passengers (including Infants and Operating Crew), total cargo weight, and any other reasonable detail requested by Us from time to time. The statement will be provided in Excel format unless otherwise requested by Us.
- (b) You must provide Us with the details of any changes made to information required under Condition 6.2(a) within one (1) month of such change.
- (c) Where the information required by this Condition is not provided, We will obtain such of those details as are located on the CASA register and the equivalent International Aircraft registration bodies, and:
  - (i) We shall determine the MTOW for the Aircraft; and

- (ii) the Registered owner and/or Aircraft Operator as indicated on the CASA and/or equivalent International aircraft registration bodies will be held jointly and severally liable in relation to all costs and Charges levied.
- (d) Where You fail to provide the information required under Condition 6.2(a), We shall be entitled to calculate and levy Our Aviation Charges based upon the Registered Maximum Take Off Weight as published from time to time by CASA and/or JP Airline Fleets published by Flightglobal or, at Our discretion, any similar publication, which amounts You are required to pay before We will recalculate the load capacity. Additionally, we will calculate any applicable PFC or Government Mandated Charges based on maximum seat load capacity obtained through available sources.

#### **6.4 All Aircraft and Operators**

- (a) You are responsible for ensuring that written notification is given to Us if the ownership of any aircraft being operated from the Airport/s changes, or if the Operator of any such aircraft changes; and
- (b) Where You fail to provide the information required under Conditions 6.1 and 6.2 above, We may calculate and levy Our Charges based upon the presumption that the Aircraft continues to be operated and/or owned by You.

### **7. Aviation Charges**

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#### **7.1 Application of Aviation Charges**

You must pay Us the Aviation Charges once You Use the Facilities and Services at the Airports including the use of Standard Aviation Services.

#### **7.2 Calculation of Aviation Charges**

The amount of Aviation Charges You must pay, will be calculated in accordance with Schedule 2 as varied from time to time. By using Our Facilities and Services, You agree to the Aviation Charges appropriate at the time of Use.

#### **7.3 Payment of Aviation Charges**

- (a) All Aviation Charges become due and payable when You Use the Airports, and must be paid before Your aircraft leaves the Airport, unless the Airport has otherwise consented in writing.
- (b) The Aviation Charges are payable in Australian dollars only.

- (c) Payment of Aviation Charges in a currency that is not Australian dollars is only permitted if We agree in writing.
- (d) Where invoices are issued in relation to the Aviation Charges, payment of those Aviation Charges must be made within 30 days.
- (e) You must pay the Aviation Charges by the date specified in the invoice either by:
  - (i) direct deposit into Our bank account. The details of which will be provided on request;
  - (ii) EFTPOS (including a reasonable allowance for fees and bank Charges incurred by Us as a result) if paying at Our offices at Darwin International Airport, Alice Springs Airports, or Tennant Creek Airport;
  - (iii) approved credit card (including a reasonable allowance for fees and bank Charges incurred by Us as a result) if paying by telephone or at Our office at Darwin International Airport, Alice Springs Airports, or Tennant Creek Airport; or
  - (iv) any other method approved by Us.

#### 7.4 Variation of Aviation Charges

- (a) We may vary any of the Aviation Charges or their application at any time.
- (b) If We intend to vary any of the Aviation Charges:
  - (i) We will consult with You for at least thirty (30) days before any variation becomes effective; and
  - (ii) such amendments to Aviation Charges will be published on the Website.

#### 7.5 Aviation Infrastructure and Facilities Investments

You acknowledge that:

- (a) We are responsible for all Aviation Infrastructure and Facilities Investment decisions at the Airports, as the lessee and operator of Our Airports. If We decide to make a major Aviation Infrastructure and Facilities Investment, We may increase the Aviation Charges to ensure that prices are set so as to generate revenue that is at least sufficient to meet the efficient costs incurred in the provision of the Facilities and Services.
- (b) The Darwin International Airport is a joint user aerodrome shared with the Commonwealth represented by the Department of Defence (**Commonwealth**), and the Commonwealth is responsible for the Jointly Used Area including but not limited the runway infrastructure in the Jointly Used Area. If the Commonwealth makes a decision in relation to the Jointly Used Area, We may

incur charges associated with such decision, and we may increase the Joint User Charge to reflect such additional incurred charges.

## **8. Government Mandated Charges**

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### **8.1 Payment of Government Mandated Charges**

You must pay Us Government Mandated Charges applicable, for Us providing the Government Mandated Services to You.

### **8.2 Government Mandated Services**

We administer the Government Mandated Services for the provision of safety and security at Our Airports, which include (but are not limited to) the following Services:

- (a) Terminal Passenger screening;
- (b) Terminal Passenger checked bag screening;
- (c) Airside screening;
- (d) Landside security;
- (e) Terminal security;
- (f) Policing and patrolling the Airports; and
- (g) Other Services required by the Commonwealth of Australia, the Northern Territory of Australia or other lawful authority; and
- (h) Any additional security measures We are required to take or which We undertake through third parties (and which may include capital expenditure and a reasonable return on capital investment) to provide the Government Mandated Services and which are provided by Us to You at Our Airports from time to time (including but not limited the provision of owned, leased or hired equipment necessary to deliver the Government Mandated Services).

### **8.3 Changes to Government Mandated Charges**

We will notify You of any changes to the Government Mandated Charges, as per Condition 7.4.

### **8.4 Recovery of Government Mandated Charges**

The Government Mandated Charges are payable by You for the Airport to recover the economic costs incurred by it in the provision of those services and which We will review no later than every twelve (12) months. Any under or over recovery of the

economic costs incurred in the provision of Government Mandated Services in any particular period will be adjusted in the following period by increasing or reducing Government Mandated Charges payable for the following period.

## 9. Failure to pay Aviation Charges or Government Mandated Charges

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### 9.1 Failure to Pay Charges When Due

- (a) You must notify Us immediately if You become aware that You will not, or might not be able to pay a Government Mandated Charge or an Aviation Charge by the due date.
- (b) Neither Your giving, nor Our receipt, of that notice, affects Our rights under these Conditions, and You will remain liable for the payment of the Government Mandated Charges and Aviation Charges.
- (c) We may charge interest at the Interest Rate for any Charges paid after their due date for payment. Interest will accrue on the overdue amount at the Reserve Bank of Australia cash rate plus 2.0%, with this rate compounding on a monthly basis, until it is paid.
- (d) You will also be liable for any additional costs We incur in recovering any unpaid Charges.

### 9.2 Disputed Charges

- (a) Each party agrees to make all reasonable efforts to settle disputes between them and if necessary adjust accounts prior to the issue of the invoice relating to the next billing period so that the next statement and invoice will be in order. Invoices are produced at the beginning of each month.
- (b) If You disagree with an invoice or consider that an invoice contains an error, You must notify Us in writing within seven (7) days of the invoice date, that You dispute any Government Mandated Charges or Aviation Charges shown in the invoice and provide Us the necessary evidence to enable verification by Us of the particulars of the flights of the Aircraft landing at the Airport during the relevant period.
- (c) If You dispute any Government Mandated Charges or Aviation Charges You must first pay those Charges by their due date for payment.
- (d) If in Our reasonable opinion, You have bona fide grounds to dispute any Government Mandated Charges or Aviation Charges and have given notice under Condition 9.2(b), then We will negotiate with You in good faith with a view to resolving the dispute in accordance with the dispute resolution conditions set out in Condition 23.

- (e) If following the resolution of a dispute regarding any Government Mandated Charges or Aviation Charges:
  - (i) it is found that You have made an overpayment of Charges, then We will credit Your next invoice from Us by the amount of overpayment of Charges; or
  - (ii) it is found that You are required to pay further Charges to Us in addition to the disputed invoice amount (not limited to the payment of any of Our costs in respect to Your dispute), then You must pay those further Charges, including any interest payable, to Us immediately following the resolution of the dispute.

### 9.3 **Detention of Aircraft and Exclusion from Access to the Airport**

- (a) Subject to Condition 9.3(b), if You do not pay Us any undisputed amount payable under these Conditions within twenty-one (21) days after it becomes payable, or negotiations over disputed amounts fail, We acting reasonably and consistently with the relevant Legislation, may:
  - (i) refuse to allow any or all of Your aircraft to Use Our Facilities and Services at the Airports or the Airport generally; or
  - (ii) Use reasonable means to detain any of Your aircraft and any other ancillary equipment used to cover Your aircraft operations (whether directly involved in the accrual of the debt or otherwise) until You have paid all outstanding amounts; or
  - (iii) sell any of Your property or detained aircraft to recover the Aviation Charges or Government Mandated Charges, interest and Our costs incurred; or
  - (iv) hold Your property or detained aircraft by way of a lien as security to enforce the debt owed to Us.
- (b) We cannot exercise Our rights under Condition 9.3(a), unless We have first:
  - (i) formed the reasonable belief that Your grounds for any dispute are not reasonable; and
  - (ii) sought to negotiate with You in good faith to resolve the dispute, including by giving You a further fourteen (14) days written notice to remedy the non-payment.
- (c) You acknowledge that We have the rights conferred by this Condition 9.3, and submit to the obligations to pay under this Condition.
- (d) You acknowledge and agree that if We detain Your aircraft or take any other action as a result of the non-payment of Government Mandated Charges and Aviation Charges, all reasonable costs incurred by Us become payable by You, including any costs for security incurred during any detention period.

- (e) Unless We provide You with Our written consent, You must not make any set-off against or deduction from the Government Mandated Charges and Aviation Charges payable for using Our Facilities and Services for any reason whatsoever.
- (f) These Conditions do not limit any other action lawfully available to Us to recover anything You owe Us.
- (g) Our rights under these Conditions are not lost, or deemed to be waived, where any of Your aircraft are removed from the Airport.

#### 9.4 **Bank Guarantee or Bond**

- (a) If:
  - (i) on two or more occasions, You have failed to pay Government Mandated Charges, and/or Aviation Charges (which are not subject to a reasonable dispute) by the date specified within the invoice rendered; or
  - (ii) We have at any time commenced recovery action against You.
- (b) We may request that You provide Us with a Bank Guarantee or some other form of security (in Our reasonable discretion) in accordance with this Condition 9.4.
- (c) Where We have requested a Bank Guarantee or some other form of security (in Our reasonable discretion) from You and it is has been unreasonably withheld or not provided by You, We may, in Our absolute discretion:
  - (i) refuse to allow any or all of Your aircraft to Use the Airport;
  - (ii) refuse You or any entity associated with You to access any part of the Airport; and
  - (iii) report Your conduct to such credit reference organisations as We deem to be appropriate.

## 10. **Security**

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- (a) If We request a Bank Guarantee some other form of security (in Our reasonable discretion) from You as security for Your Use of Our Facilities and Services, You must provide that Bank Guarantee or required form of security (as the case may be) within thirty (30) days of Our request.
- (b) The amount of the Bank Guarantee will be the greater of:
  - (i) Ten-thousand dollars (\$10,000.00);
  - (ii) the aggregate of the previous three (3) months Charges payable by You to Us; or

- (iii) any other amount that is reasonable and appropriate.
- (c) We may on thirty (30) days written notice require You to increase the amount of the Bank Guarantee if:
  - (i) You fail to pay any Charges; or
  - (ii) You fail to comply with any of these Conditions.
- (d) If You default under these Conditions or cause any damage to the Facilities or anything else at the Airport We may immediately and without notice call upon the Bank Guarantee to remedy Your default and remedy any loss or damage sustained by Us and any costs, expenses or liabilities arising from or related to Your default.
- (e) If We draw upon the Bank Guarantee, You must immediately give Us a replacement Bank Guarantee for the amount required under this Condition 10. You may be prohibited from using the Facilities and Services until a replacement is provided.

## 11. PPSA

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- (a) If at any time We determine that these Conditions (or any of the transactions contemplated by or under it) creates a security interest in its favour over any personal property, We may apply for any registration, or give any notification, in connection with that security interest and You must promptly, upon Our reasonable request, do any thing (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:
  - (i) provide more effective security over the relevant personal property;
  - (ii) ensure that any such security interest in favour of Us:
    - (A) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
    - (B) ranks as a first priority security interest;
  - (iii) enable Us to prepare and register a financing statement or a financing change statement or give any notification in connection with that security interest; and
  - (iv) enable Us to exercise any of its rights or perform any of its obligations in connection with any such security interest or under the *Personal Property Securities Act 2009* (Cth) (PPS Act).
- (b) If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under these Conditions, You agree that sections 95 (to



the extent that it requires Us to give a notice to You), 121(4), 125, 130 (to the extent that it requires Us to give a notice to You), 132(3)(d), 132(4), 142 and 143 of the PPS Act will not apply.

- (c) We do not need to give You any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

## 12. Moving Aircraft

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- (a) We may, at any time, acting reasonably:
  - (i) Require you to move any aircraft under your control to an alternative position at the Airport or remove it from the Airport as directed by Us, at Your cost and expense by a specified date (**Our Order**); or
  - (ii) If We deem it necessary, move any aircraft to another position at the Airport or remove it from the Airport, and the cost of Us doing so will be a liquidated debt due and payable by You to Us on demand.
- (b) If You do not comply with Our Order under Condition 12(a)(i) by the specified date, We may move or remove the aircraft and:
  - (i) You must pay Our reasonable costs of having the aircraft moved or removed;
  - (ii) 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 make reasonable attempts to contact You before moving or removing Your aircraft.
- (c) When moving aircraft, and at any time, no aircraft engine exhaust, jet blast, propeller or rotor wash shall be directed in such a manner as to jeopardise safety or cause injury, damage or hazard to any Person, structure or property. If it is not possible to taxi aircraft without compliance with the above, then engine(s) must be shut down and the aircraft towed.
- (d) These Conditions are subject to whatever licence or sublease You have been granted by Us in relation to the parking of aircraft. To the extent of any inconsistency between this Condition 12 and an existing licence or sublease in relation to the parking of aircraft, the existing licence or sublease will prevail.

## 13. Sale of Aircraft

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- (a) Subject to Condition 13(b), if any Aviation Charge or Government Mandated Charge is not paid within ninety (90) days of the date of the invoice for that Charge, We may sell Your aircraft, and/or any other item of Your property at the Airport, to recover any amount outstanding including interest, costs and administration fees.
- (b) We can only rely on rights in Condition 13(a) in relation to the sale of Your aircraft if:
  - (i) there is no reasonable dispute on foot in relation to the invoice as per Condition 9.2; and
  - (ii) we have reasonably exercised our rights to detain the aircraft as per Condition 9.3.
- (c) We are entitled to nominate the method by which We will sell the Aircraft or other detained property, in accordance with Schedule 3, and by using the Facilities and Services, You agree that We are entitled to do so.
- (d) We will not be liable for any loss, liability or exposure You incur arising out of:
  - (i) anything We do or do not do in exercising Our right of sale under these Conditions, including not obtaining a market price; and
  - (ii) Our application of the sale proceeds.

## 14. Facilities and Services Unavailable

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- (a) We will endeavour to keep Our Facilities and Services at the Airports available for Use, however their Use may be unavailable wholly or partly for operational purposes, maintenance, or any new development or events beyond Our reasonable control.
- (b) Subject to Condition 17.2, if the Facilities and Services become partly or wholly unavailable We will use reasonable endeavours to publish details of which Facilities and Services will be unavailable prior to this occurring.
- (c) 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 reasonable endeavours to notify You of this. It is Your responsibility to arrange Use of alternate Facilities or Services.

## 15. Services we do not provide

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- (a) We do not provide:
  - (i) aircraft, building, motor vehicle or other security Services (other than those detailed in Condition 14);
  - (ii) Air Traffic Control Services;
  - (iii) Aviation rescue and firefighting Services;
  - (iv) meteorological Services;
  - (v) hangar Facilities except where special arrangements are in place;
  - (vi) quarantine waste disposal, customs or immigration Services;
  - (vii) mechanical repair/maintenance Services;
  - (viii) ground handling Services, re-fuelling Services and apron Services other than allocating aircraft parking bays;
  - (ix) nonvisual navigation aids Services.
- (b) Our Charges do not include fees for any Services listed in Condition 13(a), or fees for services We provide outside the scope of these Conditions.

## 16. Airport Security

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### 16.1 We are Responsible for the Security at Our Airports

We are responsible for Airport security arrangements and emergency response activities in line with legislated obligations, which you must adhere to including and not limited to

- (i) Air Navigation Act,
- (ii) Air Navigation Regulations,
- (iii) Aviation Transport Security Act,
- (iv) Aviation Transport Security Regulations.

### 16.2 Our Airports Security Program

The Airports Transport Security Program (TSP) outlines Our requirements regarding Our Airports' security. You must comply with the Airports Transport Security Program and other instruments and / or adhoc directions, and additional security measures which may be imposed upon Us.

### 16.3 Aviation Security Identification Card (ASIC)

- (a) You and Your employees, agents and contractors must have a valid ASIC with an operational requirement before they will be permitted to access and Use Security Restricted Areas of Our Airports. You and Your employees, agents and contractors must display the ASIC in accordance with the Aviation Transport Security Regulations.
- (b) In the event You and Your employees, agents and contractors do not have an ASIC a Visitor Pass (VIC) will be required. A VIC will only be issued for a total of 28 days' work within a 12-month period. Access beyond will require an ASIC application.

### 16.4 Access Control Privileges

- (a) Access control privileges will be determined and programmed by the Airport Security Department once all conditions are met, including assessing your proposed operational requirements and passing of security inductions and briefings.
- (b) At any stage the Airports Security can refuse to provide or remove access control from anyone. The Airports Security will provide notification on approval, refusal or removal but is not required to provide an explanation as to the reasons for their final decision.
- (c) If a security breach or incident occurs Our Airport Security can immediately cancel or suspend all access control
- (d) Airports Security reserves the right to suspend or refuse the issue of Visitor Induction Card/s.

### 16.5 Screening Authority for Airport Development Group

We are the Screening Authority for Passenger, Airside and Checked Baggage Screening. You must comply with these screening requirements.

## 17. Airport Operations

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### 17.1 Airport Operations Committees

We have the following committees in relation to Airport operations including, but not limited:

- (a) The Airport Security Committee;
- (b) The Airport Emergency Committee as prescribed in Our Airport Operations Manual;
- (c) Aerodrome Operations and Safety Committee;

- (d) Airport Operations Working Group; and
- (e) Terminal Operations Working Group.

It is a requirement that someone represents Your interests on these committees.

## 17.2 Airport Exercises and Training

We conduct regular Airport Exercises which include training for You and Your employees, agents and contractors on a variety of Airport related activities and procedures (including security and emergency procedures). We will give You reasonable notice before these Airport Exercises and training will be conducted, and We require that You send a representative and any new employees to these Airport Exercises, unless otherwise authorised. You and Your employees should participate in these Airport Exercises if We ask You to.

## 18. Spills

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- (a) You acknowledge and accept responsibility for the deliberate or accidental discharge of fuel, oil, lubricant, toilet, biohazard or other material waste from any of their agents', contractors' or suppliers' aircraft, vehicles or other equipment at the Airport.
- (b) You acknowledge and accept the charges, penalties and applicable costs as outlined in Schedule 2.
- (c) Immediately after You become aware of any discharge of fuel, oil, lubricant, toilet, biohazard or other material waste, You must:
  - (i) immediately notify Us; and
  - (ii) if the matter is occasioned by the You or any of Your associates or by carrying out the Permitted Use, You must remedy the spill at Your cost and to the standard required for the spill by us, except when initial action is taken to control the spill by You and it is deemed necessary to implement an airport spill response.
  - (iii) in any spill clean-up conducted by the aircraft operator or airport user the clean-up must be done in a manner that is safe for the persons conducting the clean-up and other airport users that may be affected by the clean-up and to a standard that is acceptable to Us.
- (d) You indemnify at all times from and against all claims, demands, actions, proceedings, liabilities, costs and expenses of every kind and all loss and damage suffered or incurred by Us in connection with any spill.

## 19. Insurance

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- (a) You must at all times maintain a policy of insurance for at least Thirty Million Dollars (\$30,000,000.00) (or such other amount as We notify from time to time) insuring against all claims which may be brought against either You or Us for bodily injury (including death) and/or damage to property whether or not arising out of the Use of any aircraft by You or any other party You authorise to Use such aircraft. The insurance policy must name Our, and Our Financier's interest and the Commonwealth of Australia.
- (b) You must whenever requested by Us produce evidence of the currency of the insurance policy required by this Condition 19.
- (c) Where we consider it reasonable and consistent with Legislation, We may deny Your staff and aircraft the Use of the Airports or the Facilities and Services until such insurance is in place.
- (d) The sum insured as stated in Condition 19(a), or as otherwise notified is not the limit of Your liability but merely a minimum amount of insurance that must be maintained. The insured amount must be sufficient to cover all risk of loss of or damage to any property, equipment or other materials used by You in the conduct of the business.

## 20. Release and Indemnity

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### 20.1 You Indemnify Us

You are liable for and You must indemnify Us and release Us against liability or loss arising from, and any costs incurred, in connection with:

- (a) A breach of these Conditions by You, including the loss or damage that results from Us exercising Our right to terminate these Conditions, or Our termination of Your Use of Our Airports; or
- (b) Damage, loss (to Person or property), injury or death caused or contributed to by Your act, omission, or default by You or Your employees or agents; or
- (c) Damage, loss (to Person or property), injury or death caused or contributed to by You bringing onto, or storing at, Our Airport any dangerous or contaminating substances; or
- (d) Us doing anything which You are required to do under these Conditions but have not done; or
- (e) The overflow or leakage of water into or from any area at Our Airport that You Use or fire on or from any area at Our Airports that You Use; or
- (f) Loss or damage (to Person or property) caused by You or Your employee's or agent's Use of Our Airports; or

- (g) Our exercise of the right to detain, move or remove Your aircraft; or
  - (h) Any claim by third parties arising out of the personal injury or death of any Person, or damage to property caused by Your Use of Our Airport,
- except to the extent that any loss or damage is directly caused by Our negligent act.

## 20.2 **Your Risk**

You Use Our Airports at Your own risk.

## 20.3 **Survival of Indemnities**

Each indemnity in these Conditions is a continuing obligation, separate and independent from the other obligations, and shall survive the termination of these Conditions.

## 20.4 **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 Conditions.

# 21. **Exclusion of Warranties and Conditions**

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- (a) We do not make any representation or warranty in connection with the Use of the Airports or the Facilities and Services and We exclude all implied warranties and Conditions that can be excluded.
- (b) If a warranty or condition is implied under any Legislation in connection with any part of the Facilities and Services, and it can be excluded, We exclude it and if We cannot exclude it, then Our liability for breach of that warranty or condition is limited to, at Our option, either:
  - (i) supplying of the Facilities and Services again; or
  - (ii) the payment of the cost of having the Facilities and Services supplied again.

# 22. **Statistical Information**

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## 22.1 **Monthly Summary Reports**

Within seven (7) Business Days after the end of each month, You agree to provide Us a monthly summary (by flight) of the information required under these Conditions, particularly in accordance with Condition 5.

## 23. Dispute Resolution

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### 23.1 Notice of Dispute

If a disagreement between the parties arises in connection with these Conditions of Use (**Dispute**), the party claiming a Dispute has arisen may serve on the other party a notice of dispute (**Notice of Dispute**):

- (a) describing the nature of the Dispute;
- (b) providing brief particulars of the facts and circumstances relied on by the party serving the Notice of Dispute;
- (c) stating the position of the party serving the Notice of Dispute; and
- (d) identifying the representative of that party who is responsible for resolving the Dispute and has authority to settle the Dispute (**Authorised Representative**).

The parties must then attempt to resolve the Dispute.

### 23.2 Identify Authorised Representative

Within 2 Business Days of a Notice of Dispute being served, the recipient of the Notice of Dispute must notify the other party of the identity of its Authorised Representative.

### 23.3 Authorised Representatives to Meet

Within 5 Business Days of a Notice of Dispute being served, the Authorised Representatives must meet in person at an agreed location or by video or audio teleconference and negotiate in good faith to seek to resolve the Dispute.

### 23.4 Referral to Chief Executive Officers

If, within 10 Business Days of the Notice of Dispute being served, the Dispute has not been resolved, either party may refer the Dispute to their respective Chief Executive Officers who must meet in person at an agreed location or by video or audio teleconference within 15 Business Days of the Notice of Dispute being served, to discuss the Dispute in good faith and attempt to resolve the Dispute.

### 23.5 Reference to Arbitration

If the Dispute has not been resolved within 5 Business Days of the meeting between the Chief Executive Officers, or a different period as agreed, the party that served the Notice of Dispute may refer the Dispute to arbitration for resolution in accordance with condition 23.6.



## 23.6 Arbitration

Where any Dispute is referred to arbitration pursuant to condition 23.5, the following provisions shall apply:

- (a) the arbitrator must be a senior counsel of at least 5 years standing;
- (b) the arbitrator shall be appointed by agreement of the parties. If the parties cannot agree on the arbitrator within 15 Business Days of the conferral in condition 23.5, the arbitrator shall be appointed by the President of the Northern Territory Bar Association. This appointment shall occur within thirty (30) days of the Dispute being referred to arbitration;
- (c) the decision of the arbitrator shall be confidential, final and binding;
- (d) the arbitrator shall have power to investigate, make enquiries, call witnesses and obtain the advice of any consultant;
- (e) the arbitrator may conduct proceedings in any manner the arbitrator considers appropriate;
- (f) the arbitrator must hand down a decision within fourteen (14) days of his/her appointment; and
- (g) the costs of the arbitrator shall be borne equally by the parties unless otherwise determined by the arbitrator.

## 23.7 Legal Proceedings

Nothing in conditions 23.1 to 23.6 abrogate or limit the right of either party to institute legal proceedings in relation to the Dispute including legal proceedings to seek legal remedies including damages, and urgent injunctive, declaratory or similar relief, if required.

## 23.8 Services to proceed

Pending determination of any Dispute, the parties agree that they will continue to perform all of their respective obligations under these Conditions of Use.

## 24. Confidentiality

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- (a) Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party.
- (b) Each party undertakes to the other to keep confidential each other's Confidential Information. Both parties must Use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these Conditions. To this end, each party must not, without the other party's prior written consent:

- (i) 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 Conditions; or
  - (ii) permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
  - (iii) 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 either party
- (c) Subject to Condition 24(d), either 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 Conditions.
- (d) Nothing in these Conditions prohibits the Use or disclosure of any Confidential Information to the extent that:
  - (i) the Confidential Information is lawfully in the possession of the recipient of the information through sources other than the party who disclosed the Confidential Information; or
  - (ii) it is required by law or the rules of a stock exchange; or
  - (iii) it is strictly and necessarily required in connection with legal proceedings relating to these Conditions; or
  - (iv) the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.
- (e) Both parties must ensure their respective employees, officers, contractors, agents and all other persons under their control or direction will comply with obligations similar to the obligations imposed on it under this Condition 24.
- (f) If either party's servants, officers, agents or contractors breach the confidentiality obligations contained in these Conditions it must immediately notify the other party of this in writing and, subject to this Condition, indemnify the other party for any direct loss and damage caused by such breach.
- (g) Each party acknowledges that a breach of this Condition 24 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.

- (h) The obligations under this Condition 24 survive expiry or termination of these Conditions.
- (i) Notwithstanding any other provision in these Conditions, We are entitled to disclose the following information:
  - (i) annual total Passenger numbers;
  - (ii) monthly total Passenger numbers

to any person or government agency for the purpose of a tender, a renegotiation of contracts, or such other purpose deemed appropriate by Us.

## 25. Goods and Services Tax (GST)

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- (a) Both parties agree and acknowledge that any consideration payable under these Conditions does not include GST.
- (b) Both parties agree that in the case of a Supply in connection with these Conditions which is a taxable Supply within the meaning of the GST Act, then any and all consideration payable to a party for that Supply will be increased by an amount equal to the GST payable on the Supply, calculated in accordance with the GST Act.
- (c) The party giving consideration for the Supply must pay the supplier an amount equal to any increase in consideration payable in respect of any taxable Supply following receipt of a Tax Invoice in relation to the Supply.
- (d) Any expression used that is also used in the GST Act shall have, for the purposes of this Condition, the meaning of that expression in the GST Act.

## 26. Privacy and Data Protection

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- (a) This Condition will only apply to Personal Information We collect, Use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.
- (b) We shall collect Personal Information from You in relation to Your Use of the Airport and Our Facilities and Services:
  - (i) for the purposes of the administration and operation of the Airport and for enforcement of these Conditions;
  - (ii) for the purposes of disclosure to a third party for their Use in the case of a sale, transfer or assignment of the whole, or part, of Your business or undertaking or the whole or part of Airport assets and Facilities; and

- (iii) for the purpose of research by Us or authorised third parties, statistical analysis by Us, and for the purpose of marketing the Airport or other Services offered by Us to tenants, occupiers and users of Our Airport.
- (c) By using Our Facilities and Services, You consent to Us using and disclosing Your Personal Information for the purposes set out in Condition 26(b).
- (d) We shall ensure for the purposes of Conditions 26(b)(ii) and 26(b)(iii) any Personal Information disclosed will be de-identified, and disclosed as part of general information only.
- (e) In Our collection, Use and disclosure of Your Personal Information We will:
  - (i) comply with the provisions of the *Privacy Act 1988* (Cth) (**Privacy Act**); and
  - (ii) take all reasonable steps to ensure that Your Personal Information is protected from unauthorised Use and disclosure.
- (f) Subject to the Privacy Act, Your Personal Information may be accessed by You upon reasonable notice to Us and upon the payment of Our reasonable expenses relating to Your access. No application fee for access will be charged.
- (g) You must ensure that all Your Personal Information provided to Us is accurate, complete and up to date.
- (h) If You fail to provide to Us with Your Personal Information required by Us, or You provide incomplete Personal Information, or fail to reasonably update Our record of Your Personal Information, We will send You a notice requesting the delivery of the Personal Information. Failure to deliver in accordance with the notice shall be an event of default under these Conditions and Condition 5.2 applies.
- (i) Further information in relation to Our handling of Your Personal Information is located on Our Website.

## 27. Modern Slavery

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- (a) You must not permit any acts of Modern Slavery in Your operations or supply chain.
- (b) You warrant that:
  - (i) You are not aware of the existence of Modern Slavery in Your own operations or Your supply chain;
  - (ii) You have in place appropriate policies and procedures to assess and address risks of Modern Slavery in Your operations and supply chain;

- (iii) You have not previously been investigated in relation to or received complaints about Modern Slavery in Your operations or supply chain.
- (c) You must notify Us immediately if You become aware of or have reason to suspect the existence of Modern Slavery in Your operations or supply chain.
- (d) You must comply with Our policies in place from time to time relating to Modern Slavery and human rights as directed by Us.
- (e) You must, if directed by Us, take reasonable steps to ensure that Your suppliers comply with any of Our policies referred to in this clause.
- (f) Without limiting Our other rights under these Conditions, We may terminate these Conditions or refuse you access to the Airport immediately by providing notice in writing to You if We have reason to believe that Modern Slavery is occurring or has previously occurred in Your operations or supply chain.
- (g) In this clause, Modern Slavery means trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour or services; or the worst forms of child labour (meaning situations where children are subjected to slavery or similar practices, or engaged in hazardous work).

## 28. Governing Law

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These Conditions are governed by and construed in accordance with the relevant Legislation of both the Northern Territory of Australia and the Commonwealth of Australia.

## 29. User Personnel

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- (a) We may require You to replace any staff members working at the Airport in the event We determine, acting reasonably, that their presence is not in the best interest of the Airport.
- (b) We must give You written notice of Our requirement under Condition 4.1(a).
- (c) Following the receipt of a notice given under Condition 4.1(b), You have forty-eight (48) hours in which to investigate the matter, and discuss it with Us. This time period may be extended by Us at Our reasonable discretion.
- (d) This Condition does not entitle Us to require You to terminate the employment or contract with any Person, but We may restrict that Person's access to the Airports

## 30. Common User Conditions

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If You Use the Common User Facilities at any of Our Airports, You must comply with the Common User Conditions in Schedule 5.

## Schedule 1      Definitions

In these Conditions:

**ABN** means Australian Business Number in accordance with section 41 of the *New Tax System (Australian Business Number) Act 1999* (Cth).

**Aerobridge** means the Aerobridge or aerobridges located at the relevant Airport Terminal and used by You for Embarking Passengers and Disembarking Passengers.

**Aerodrome Emergency Plan** means the document detailing the planning considerations for the efficient implementation of administrative processes to process casualties in the event of an aircraft accident or incident at the Airport. Copies of this document are located at the Airport, with copies being available to users of the Airport on request.

**Aerodrome Emergency Procedures** means the document detailing those procedures in place from time to time for Airport staff and emergency agencies to follow in the event of an emergency arising. Copies of this document are located at the Airports, with copies being available to users of the Airports on request.

**Aeronautical Services Agreement (ASA)** means a written agreement governing the terms and conditions of an Operator's Use of Services and Facilities provided by the Airport including Standard Services, Government Mandated Services and/or Non-Standard Services for the term of the agreement.

**Air Navigation Act** means the *Air Navigation Act 1920* (Cth).

**Air Navigation Regulations** means the *Air Navigation Regulations 2016* (Cth).

**Air Navigation (Aircraft Noise) Regulations** means the *Air Navigation (Aircraft Noise) Regulations 2018* (Cth).

**Air Operator's Certificate** means the certificate of that name issued under Division 2 of Part 111 of the *Civil Aviation Act 1988* (Cth).

**Air Traffic Control** means any service provided by Air Traffic Control which includes a traffic advisory service, traffic avoidance service, and traffic information.

**Air Transport Operations** means any passenger transport operations, a cargo transport operations or a medical transport operation that is conducted for hire or reward.

**Aircraft Parking Charges (APC)** means parking Charges and are not General Landing Charges.

**Airport or Airports** mean Darwin International Airport, Alice Springs Airport and Tennant Creek Airport, in the Northern Territory of Australia, and includes all hangars, other buildings, roads and other areas and Facilities within the boundaries of the Airports.

**Airports Environmental Strategy** means those strategies implemented by Us from time to time in relation to the protection and preservation of the environment.

**Airside Environmental Charges or AECS** means Charges for cleaning up fuel and hydraulic spills or other airside equipment and infrastructure damage on the apron, taxiway and runways.

**Airservices Australia** means the government agency of the same name.

**Airside Escort Charges or AEC** means Charges for escorting vehicles and personnel airside.

**Airport Development Group or ADG** means the Airport Development Group Pty Limited (ABN 77 081 422 915) being the owner of NTA and TCA.

**Airport Exercises** are mandatory exercises required to be done by the Operator from time to time to amongst other things test the ability of Us, You, and any other parties to react to any emergency situation on the Airport.

**Airport Security Committee** means the committee convened for the purposes of administering Airport Security.

**Airport Security Department** means Our department which oversees security at the Airports.

**Airport Services Charges (ASC)** means the Charges for the Use of Standard Airfield Services.

**Airport Terminal** means those buildings at each Airport known as the Airport Terminal buildings.

**Airports Transport Security Program:** means the document of the same name, as amended from time to time, which can be made available upon request.

**Air Transport Apron or ATA** means those areas marked as "RPT Apron" in the plans at Schedule 6.

**ASAPL** means Alice Springs Airport Pty Limited (ABN 19 081 258 246) being the lessee and operator of Alice Springs Airport.

**ASIC** means Airport Security Identification Card

**Authorised Representative** means an individual with the appropriate authorisation from a party to bind that party to agreed obligations.

**Aviation Charges** means all of those Charges listed in Schedule 2 which are payable by You in consideration for Your Use of the Facilities and Services. As at the date of these Conditions the Aviation Charges payable are set out at Schedule 2.

**Aviation Infrastructure and Facilities Investments** means those projects at Our Airport that We invest in to expand or improve Standard Aviation Services including, but not limited to:

- (a) aerobridges;
- (b) terminal and other buildings; or
- (c) new developments and major new ground transport infrastructure.

**Aviation Transport Security Act** means the *Aviation Transport Security Act 2004* (Cth).



**Aviation Transport Security Regulations** means the *Aviation Transport Security Regulations 2005 (Cth)*.

**BHS** means the physical baggage handling system which transports baggage from some Counters along conveyor belts to the laterals (as more particularly described in Schedule 5) but does not include the transport of baggage from the laterals to aircraft.

**Bank Guarantee** means an irrevocable and unconditional undertaking by an Australian bank on terms acceptable to Us to pay the amount of the bank guarantee on demand. The Bank Guarantee must be in a form acceptable to Us and must not specify any termination or expiry date.

**Block Time** means the length of time that the aircraft is pushed back from the origin and parked at the destination including time spent loading and unloading any Passengers.

**Business Day** means a Day that is not a Saturday, Sunday or public holiday in the Northern Territory.

**Business Hours** means between 0700 – 1530.

**Call Out** means additional services required above available resources both inside and outside Business Hours and Operational Hours.

**Cargo** means any property carried or to be carried in an aircraft including but not limited to air freight, air express and airmail.

**CASA** means the Civil Aviation Safety Authority.

**Certificate of Registration** means for an aircraft the certificate of registration issued by the Civil Aviation Safety Authority under the Civil Aviation Regulations; or for foreign aircraft this means the registration of the aircraft on a national register of aircraft other than the Australian Register of Aircraft.

**Charges** means amounts payable pursuant to these Conditions.

**Charter Operations** means any charter operations for transporting people and or goods which are not available to the general public without prior arrangement.

**Checked Baggage Screening** means the services designed to prevent explosives and other dangerous or prohibited devices from being loaded onto the aircraft.

**Chief Executive Officers** is defined in condition 23.4.

**Common Traffic Advisory Frequency** means an air traffic frequency at which a mandatory aircraft radio call is made to pilots of other adjacent aircraft in uncontrolled airspace advising of the pilot's intentions.

**Common User Conditions** means the Conditions in Schedule 5.

**Common User Facilities** includes the Aerobridge, the BHS, the Counters, Check-in equipment, the Departure/Arrival Equipment, the FIDS, Our Equipment, and the PA System, which Common User Facilities form part of the Facilities and Services provided by Us.

**Conditions** is defined in Condition 2.

**Confidential Information** means all information relating to or developed in connection with or in support of either party's business disclosed or otherwise provided by one party to the other or otherwise obtained by either party which:

- (a) is not trivial in character; or
- (b) is not generally available to the public; or
- (c) if generally available to the public, so became available to the public as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence on the part of the other party.

**Consumables (related to CUTE usage)**

- (a) DIA will provide standard consumables to facilitate Your Use of the CUTE. You must supply Your own boarding pass and bag tag stock for the CUTE where not supplied by Us.
- (b) We may introduce additional usage Charges in respect of any consumables relating to the CUTE that We are required to provide f to enable Your use of the CUTE.

**Counter** means those Counters in the Airport Terminal used for but not limited to the check in, service and sale Counters for Use by Your customers.

**Counter Equipment** means the equipment at each Counter which is not owned by Us.

**CUTE** means the Common User Terminal Equipment listed below:

- (a) Kiosks;
- (b) Auto bag drops;
- (c) Hybrid desks;
- (d) Service pods;
- (e) Common Use workstations;
- (f) Boarding pass printers;
- (g) Bag tag printers;
- (h) Boarding gate readers;
- (i) Laser scanner readers (hand held);
- (j) Keyboards with integrated optical character recognition reader; and
- (k) Laser printers.

**Day** means a period of 24 hours commencing at midnight.

**Departure/Arrival Equipment** means for the Terminal the Aerobridge, the nose-in guidance equipment and departure gate Counters.

**DIA** means Darwin International Airport Pty Limited (ABN 87 081 258 157) being the lessee and operator of Darwin International Airport.

**Disembarking Passengers** means all Passengers on board an arriving aircraft.

**Dispute** is defined in Condition 23.1.

**Domestic** means any aircraft or Passenger from origin or destination within Australia.

**Domestic-On-Carriage** means a Passenger on an International flight who travels from one Australian port to another.

**Department** means the Department of Infrastructure, Transport, Regional Development and Communications

**ECC Additional Rate** means the Environmental Clean-up Charge Additional Rate as defined in Schedule 2.

**Embarking Passengers** means all Passengers on board a departing aircraft.

**ERSA** means En Route Supplement Australia as published by Airservices Australia as amended from time to time.

**Facilities** means aeronautical infrastructure including runways, terminals, 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 the Airport Operator.

**FIDS** means flight information display systems.

**Financier** means any authorised deposit taking institution or similar financial institution which provides debt facility to Airport Development Group or any of its subsidiaries from time to time.

**General Aviation** all civil aviation operations other than scheduled air transport and non-Scheduled Air Transport Operations for remuneration or hire.

**General Landing Charges or GLC** means landing Charges calculated by a dollar amount multiplied by MTOW.

**Glider** means a non-power driven aircraft or any aircraft normally described as a powered Glider.

**Government Flight** means a flight chartered by government or a government owned corporation, operated under a government funded contract or otherwise funded by government.

**Government Mandated Charges** means those Charges levied by Us and payable by You in accordance with these Conditions, in accordance with Commonwealth Government, Ministerial or DITRDC direction, and Legislation.

**Government Mandated Costs** means those costs incurred by Us for providing to You the Government Mandated Services for which the economic costs are permitted to be recovered

from Airport users. The nature of the Government Mandated Costs are either 'capital' or 'operating'. To the extent that the costs are capital costs, then the recovery of these capital costs includes recovery of (i) a reasonable rate of return on capital and (ii) a return of capital (depreciation) over the economic life of the capital item. To the extent that these costs are operating costs the recovery is to on a 'pass-through' basis.

**Government Mandated Services** means those Services which We provide to You which are mandated by the Commonwealth Government or provided by the Commonwealth Government and to which any charge, levy or fee relates (in applicable Legislation and Ministerial or the Department's directions) or other lawful authority (including the Department) which include, but are not limited to, the Services set out at Condition 8.

**Ground Handling Services** means the provision of all or some of the following services: passenger check-in, baggage handling, aircraft cleaning and catering, aircraft maintenance and in some instances aircraft engineering.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act (1999)* (Cth) as amended from time to time.

**GST** means any tax imposed on a Supply by or through the GST Act.

**Handling Agent** means any person, firm or company appointed by the Air Operator to perform the Ground Handling Services.

**Infant** means a child under two (2) years of age who has not paid to occupy a seat on an aircraft.

**Interest Rate** is defined in condition 9.1(c).

**International** means any aircraft or Passenger arrived at the Airport from an origin other than Australia, or is departing to a destination that is not located in Australia, and also such passengers or aircraft in transit through the Airport en-route to or from an International port.

**Jointly Used Area** means those areas of Darwin International Airport including runways and taxiways and associated infrastructure that are used for the movement of both civil and military aircraft and which is managed and/or controlled by the Commonwealth of Australia represented by the Department of Defence (Commonwealth) pursuant to an arrangement between the Commonwealth and DIA.

**Joint User Charge or JUC** means Charges for runway infrastructure and any ongoing capital and operating expenditure in the Jointly Used Area.

**Landing** means all flights arriving at the Airport.

**Legislation** includes all Commonwealth and Northern Territory Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any Person or aircraft using it.

**Powders, Liquids, Aerosols And Gels Charge or PLAGS** means Charges applied for the screening of Liquids, Aerosols and Gels incurred in processing International Embarking Passengers.

**Military Landing Charges or MLC** means Charges for Australian military aircraft.

**Military Landing Charges – Foreign or MLCF** means Charges for foreign military aircraft.

**MTOW** means the maximum take-off weight for an aircraft as specified by the manufacturer.

**Non-Standard Aviation Services** is defined in Schedule 4.

**NOTAM** means Notice to Airmen.

**Notice of Dispute** is defined in condition 23.1.

**NTA** means Northern Territory Airports Pty Limited (ABN 83 081 258 139) being the owner of ASAPL and DIA.

**OD** means origin and destination pair for an aircraft movement.

**Off Terminal Bay** means an aircraft parking position located on the Air Transport Apron that is not directly adjacent to the terminal building. For the avoidance of doubt, Off Terminal Bays includes bays 6-12 and bays 21-25

**Operating Crew** means Your employees operating as flight or cabin crew on an arriving or departing aircraft.

**Operator of the aircraft** means the Person by whom, or on whose behalf, the aircraft is operated or otherwise used at the Airport.

**Our Equipment** means any equipment (including without limitation the Counters) supplied by Us under these Conditions but does not include any Counter Equipment or the terminal equipment supplied by You.

**PA system** means Our public address system throughout Our Airport Terminal buildings.

**Passenger** means all persons on board an aircraft excluding Operating Crew and Infants.

**Passenger Facilitation Charge or PFC** means the charge for the Use of Standard Terminal Services.

**Person** includes a corporation or other organisation or enterprise.

**Personal Information** means information about an individual whose identity is apparent or can reasonable be ascertained from that information.

**Positioning Crew** means Your flight and cabin crew, other than the Operating Crew, arriving into, or departing from the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.

**Positioning Flight** means any flight flown to position the aircraft to be used on some revenue-earning Services, or a non-revenue flight flown for a positioning or other purpose (such as to enable the aircraft to undergo maintenance).

**Regional Operations** means any flying operations within the Northern Territory, or to regions close to the Northern Territory, and may include Scheduled Air Transport Operations.

**Registered** in relation to an aircraft means that the aircraft has a Certificate of Registration.

**Relevant Industry Bodies** include:

- (l) Aircraft Owners and Pilots Association of Australia;
- (m) Australian Air Transport Association;
- (n) Australian Business Aircraft Association Inc;
- (o) Board Of Airline Representatives of Australia Inc;
- (p) Helicopter Association of Australia;
- (q) International Air Transport Association;
- (r) Overnight Air Freight Operators Association;
- (s) Regional Airlines Association of Australia Limited;
- (t) Australian Aviation Association;
- (u) Royal Federation of Aero Clubs of Australia; and
- (v) any other organisation that the Airport Operator may specify in writing from time to time is to be considered an industry body for the purposes of these Conditions of Use,

subject always to continual compliance by the relevant body with the *Competition and Consumer Act 2010* (Cth).

**Representative** means a User's officers, employees, agents, subcontractors, consultants, invitees or Passengers.

**Safety and Security Charges or SSC** means Government mandated Charges relating to aviation security arrangements.

**Scheduled Air Transport Operations** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis, and includes any such Services that may be diverted from another airport/Airport to Our Airports.

**Scheduling Guidelines** means the rules of the same name for each relevant Airport made available on the relevant Airport's website, as may be amended or replaced by the Airport Operator from time to time in accordance with Condition 2.6.

**Screening Authority** has the same meaning given to it under regulation 1.03 of the *Aviation Transport Security Regulations 2005* (Cth).

**Security Restricted Area** means all areas which are airside of the security fences on the Airports.

**Services** means the aeronautical services provided by the Airport Operator by providing access to aeronautical infrastructure and facilities to enable a User to conduct commercial Passenger and/or freight services from the Airport including Standard Aviation Services.

**Standard Airfield Services** is defined in Schedule 4.

**Standard Aviation Services** is defined in Schedule 4.

**Standard Terminal Services** is defined in Schedule 4.

**Sterile Area** is the area where persons have cleared through the security screening area within the Airport Terminal, location of sterile area which also referenced in DIA's Transit Security Program.

**Supply** is to be given the meaning it bears in the GST Act.

**Tax invoice** shall mean such document as prescribed by the GST Act which contains the information relating to a taxable Supply required by the GST Act.

**Take-off** means all flights departing the Airport

**TCA** means Tennant Creek Airport Pty Limited (ABN 42 081 258 344) being the lessee and operator of Tennant Creek Airport.

**Terminal Operations Manual** means the document detailing the operational requirements and considerations for the efficient operation of the Terminal facilities at the Airports. Copies of this document are located at the Airport, with copies being available to users of the Airport on request.

**Transport Security Program** means a legally binding programme which has been put in place as required under *Aviation Transport Security Act 2004* (Cth) and *Aviation Transport Security Regulations 2005* (Cth). The purpose of a TSP is to demonstrate that an operator establishes and maintains a high level of security management in accordance with Australian regulations.

**Use** means Use of any of Our Facilities and Services including but not limited to aircraft landing, taking off, taxiing or parking, or discharging or taking on Passengers or cargo.

**User** means a person or entity that Uses any one or more of the Airports, and includes their Representatives.

**Website** means the [Airports'](#) websites [darwinairport.com.au](http://darwinairport.com.au), [alicespringsairport.com.au](http://alicespringsairport.com.au), or [tennantcreekairport.com.au](http://tennantcreekairport.com.au)

## Schedule 2      Aviation Charges

The following Charges, as varied from time to time, apply for the Use of Our Facilities and Services.

The following Charges are ex-GST, are defined in Schedule 1 and their application is detailed below:

### 1.      Passenger Facilities Charges (PFC)

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This Charge applies to all Users who carry Passengers requiring the use of Our Standard Terminal Services. The PFC is applicable to all Embarking Passengers and Disembarking Passengers.

### 2.      Common User Terminal Equipment charge (CUTE)

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At Darwin International Airport only, this Charge applies to all Users who carry Passengers requiring the use of Our Standard Terminal Services. The CUTE charge is applicable to all Embarking Passengers

### 3.      Airport Services Charges (ASC)

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3.1      This Charge applies for Scheduled Air Transport Operations, who carry Passengers requiring the use of Our Standard Airfield Services. The ASC is applicable to all Embarking Passengers and Disembarking Passengers.

3.2      For Scheduled Air Transport Operations without Embarking or Disembarking Passengers, General Aviation, Charter Operations, Positioning Flights, and all other flights, the GLC will apply in lieu of the ASC.

### 4.      Joint User Charge (JUC)

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4.1      At Darwin International Airport only, this Charge applies for Scheduled Air Transport Operations, who carry Passengers requiring the use of the Jointly Used Area. The JUC is applicable to all Embarking Passengers and Disembarking Passengers.

4.2      For Scheduled Air Transport Operations without Embarking or Disembarking Passengers, General Aviation, Charter Operations, Positioning Flights, and all other flights, the GLC will apply in lieu of the JUC.



## 5. Safety & Security Charge (SSC)

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This Charge applies to all Embarking Passengers on aircraft using the Sterile Area or Security Restricted Area.

## 6. Powders, Liquids, Aerosols and Gels Charge (PLAGs)

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In addition to the SSC, PLAGs apply to all International Embarking Passengers on aircraft as required by Legislation. In the event PLAGs screening becomes a requirement for domestic travel, this charge will be applicable for all Domestic Embarking Passengers from effective date of Legislation

## 7. General Landing Charges (GLC)

---

- 7.1 For Users of Darwin International Airport only, this Charge is applied on a per tonne MTOW basis and per Landing to all aircraft, rotary-wing, ultra-light, UAV and glider operations at Our Airports for Standard Airfield Services and use of the Jointly Used Area except in circumstances where the ASC and JUC apply<sup>1</sup>. A minimum charge of one (1) tonne is applied to any Landing.
- 7.2 For Users of Alice Springs Airport only, this Charge is applied on a per tonne MTOW basis and per Landing to all aircraft, rotary-wing, ultra-light, UAV and glider operations at Our Airports for Standard Airfield Services except in circumstances where the ASC applies<sup>2</sup>. A minimum charge of one (1) tonne is applied to any Landing. For Users of Tennant Creek Airport only, all Landings will be levied at the Government funded "Government Flight" rate. The Air Operator is responsible for providing suitable details in the form of a written declaration to the Airport for flights that are Government Flights and a credit adjustment will be made on a subsequent invoice.
- 7.3 **All Airports – Training Exercises and Aircraft Maintenance Aerodrome Circuits**
- 7.4 Despite the above General Landing Charges, all aircraft involved in touch and go, stop and go, flight training or aircraft maintenance aerodrome circuits will be charged for one Landing for the first hour, and for each hour thereafter based on the GLC calculations above, as opposed to a charge for each Landing within the hour block.
- 7.5 All aircraft touch and go, stop and go, and circuit flights are subject to conditions published in the ERSA which are amended from time to time.

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<sup>1</sup> For the avoidance of doubt, any aircraft operations which no ASC has been applied will be subject to the GLC. This includes Scheduled Air Transport Operations carrying zero ASC applicable Passengers.

<sup>2</sup> For the avoidance of doubt, any aircraft operations which no ASC has been applied will be subject to the GLC. This includes Scheduled Air Transport Operations carrying zero ASC applicable Passengers.

## 8. Aircraft Parking Charges (APC)

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### 8.1 Air Transport Apron

The APC is charged, per 24-hour period, per bay, for the use of an Air Transport Apron (except where the aircraft is parked in a leased or licensed area) for:

- (a) Aircraft that exceed a 2-hour limit, per bay; and
- (b) Aircraft, where the GLC or ASC is not applicable, that utilise the Air Transport Apron for the purposes of refuelling, even when bay usage is under 2 hours.

### 8.2 General Aviation (GA) Apron

Where the aircraft is parked at the Airport (but not on the Air Transport Apron) the General Aviation (GA) Parking Charges apply (except when the aircraft is parked in a leased or licensed area) and is applied on a per tonne MTOW basis for every Day, or part thereof. You acknowledge and agree that minimum charges are applicable.

- (a) All General Aviation areas at Darwin International Airport, other than the Western General Aviation area are set aside for the sole use of persons who have a signed agreement with Us for overnight parking on specific dates, and in the assigned parking position (**Permitted Users**). Only Permitted Users are permitted to park Aircraft in these areas other than for the sole purpose of refuelling.
- (b) The Western General Aviation area is available for casual and itinerant parking on a “first-come-first-served” basis. Refuelling must not be conducted in this area. Refuelling is available in all other General Aviation areas at Darwin International Airport. There is a Passenger set-down and loading area located at Parking Bays 162 and 163 on the Southeastern perimeter fence line next to the Northern General Aviation Waiting Room building which is subject to maximum usage period of 30 minutes within a 24 hour period. This area must not be used to park unairworthy aircraft and is strictly reserved for airworthy aircraft in accordance with clause 1212(b).
- (c) For the avoidance of doubt, all other locations not listed above (but not on the ATA) , will be subject to the APC.
- (d) Aircraft parking areas at Alice Springs Airport on both the Commuter and General Aviation aprons that are identified with green paint are for the sole use of persons who have a signed agreement with Us. Subject to paying the applicable charges, all other aircraft parking areas on both the Commuter and General Aviation aprons at Alice Springs Airport are available for casual and itinerant parking on a “first-come-first-served” basis.
- (e) Subject to paying the applicable charges, the General Aviation apron at Tennant Creek Airport, located to the east of the ATA, is available for casual and itinerant parking on a “first-come-first-served” basis.

## 9. Military Landing Charges (MLC)

---

This Charge, is applied on a per tonne MTOW basis and per Landing to all Australian military aircraft (including but not limited to civil aircraft chartered by the Department of Defence) at the Airports except where the ASC or GLC applies. The MLC shall apply to the relevant Airport as follows:

### 9.1 Alice Springs Airport

As negotiated by the Australian Airports Association from time to time.

### 9.2 Darwin International Airport

Not applicable. However, where Standard Airfield Services or Standard Terminal Services are required, the relevant Aviation Charges shall apply.

### 9.3 Tennant Creek Airport

As negotiated by the Australian Airports Association from time to time.

## 10. Military Landing Charges Foreign (MLCF)

---

This Charge is applied on a per tonne MTOW basis and per Landing to all foreign military aircraft (including civil aircraft chartered by Foreign military entities) at the Airports. The MLCF shall apply to the relevant Airport as follows:

### 10.1 Alice Springs Airport

MLCF applicable

### 10.2 Darwin International Airport

Not applicable, however where civil Facilities are used, relevant Aviation Charges apply.

### 10.3 Tennant Creek Airports

MLCF Government Funded charges applicable

## 11. Airside Escort Charges (AEC)

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11.1 AEC Charges are levied by the airport for the Airport escorting vehicles (including but not limited to cars, trucks, and aircraft) and persons from an airside location to another location. Airside Escort activities include but are not limited to:

- (a) Aircraft escort to/from RAAF Base Darwin;

- (b) Equipment escort to/from RAAF Base Darwin;
- (c) Aircraft escort on Airport apron/taxiways;
- (d) Vehicle and/or equipment escort to work sites; and
- (e) Persons escorted from one area of the airside area to another.

11.2 If a Call Out is not required, the AEC shall:

- (a) be charged on an hourly basis;
- (b) be applicable for each 60 mins exceeding the first hour and fifteen minutes;
- (c) include a minimum charge of one (1) hour for each escort. The AEC includes use of one person and one vehicle, each additional person and/or vehicle required will incur an additional charge. For the avoidance of doubt, an escort requiring a person only will be charged at the same rate; and
- (d) include a per Person charge levied for each Person requiring an escort calculated on an hourly basis in accordance with the duration of the escort.

11.3 If a Call Out is required – a Call Out fee and minimum charge of four (4) hours will be applied per escort.

## 12. Environmental Clean-Up Charges (ECC)

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- 12.1 Where an Air Operator(s) or Airport User is/are responsible, as outlined in Clause 18 for their own clean-up of spills and have completed the clean-up to the Airport Operator's satisfaction an ECC will be issued in accordance with Schedule 2.
- 12.2 Where an Air Operator(s) or Airport User is/are responsible and do not complete their own clean-up to the Airport Operator's satisfaction, We will clean up any fuel, toilet and biohazard waste or oil spills at the ECC hourly rates set out in Schedule 2.
- 12.3 This charge is applied on an hourly basis and applies to clean up of fuel, oil, lubricant, or any other material (including toilet waste). This charge also applies to the removal and disposal of contaminated waste material.
- 12.4 Each event that the responsible Air Operator or Airport User does not report or respond to a spill to stop, contain and commence clean-up in accordance with Clause 18 and Spill Management Procedures and requires Us to attend to clean-up will also be subject to an additional charge known as the ECC Additional Rate as per the charges set out in Schedule 2.
- 12.5 Additional costs associated with equipment and materials used in the clean-up are charged as per the charges set out in Schedule 2 and Spills Materials and Equipment Rate document.

- 12.6 If a Call Out is required – a Call Out fee per clean-up and minimum charge of four (4) hours will be applied for each Person and or vehicle required.
- 12.7 If third party costs are incurred by Us as a result of the clean-up effort, the You are liable to reimburse Us the cost plus a 10% margin or as otherwise specified and amended from time to time in the Spills Materials and Equipment Rate document.

## Aviation Charges Summary

### 1. Alice Springs Airport

*(All amounts in AUD, excl GST)*

<b>Charge</b>	<b>Rate</b>
Passenger Facilitation Charge (PFC)	<b>16.01</b>
Airport Services Charge (ASC)	<b>22.54</b>
Safety & Security Charge (SSC)	<b>20.76</b>
General Landing Charges (GLC) – per tonne MTOW	<b>37.26</b>
Aircraft Parking Charges (APC) – ATA Apron	<b>1095.30</b>
Aircraft Parking Charges (APC) – GA Apron – per tonne MTOW (minimum charge of \$25.00 per day)	<b>4.98</b>
Military Landing Charges FOREIGN (MLCF) – per tonne MTOW	<b>37.26</b>
<i>Airside Escort Charges (AEC)</i>	
• Hourly charge	<b>302.90</b>
Environmental Clean Up Charge (ECC)	<b>302.90</b>
• Hourly charge	<b>302.90</b>
Call out fee	<b>302.90</b>
Environmental Clean Up Charge (ECC) Additional Rate	<b>1211.60</b>

## 2. Darwin International Airport

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*(All amounts in AUD, excl GST)*

<b>Charge</b>	<b>Rate</b>
Passenger Facilitation Charge (PFC)	<b>22.02</b>
Airport Services Charge (ASC)	<b>15.15</b>
Joint User Charge (JUC)	<b>13.98</b>
Common User Terminal Equipment charge (CUTE)	<b>1.02</b>
Safety & Security Charge (SSC)	<b>16.81</b>
Powders, Liquids, Aerosols, Gas screening (PLAGs)	<b>13.48</b>
General Landing Charges (GLC) – per tonne MTOW	<b>77.71</b>
Aircraft Parking Charges (APC) – ATA Apron	<b>1095.30</b>
Aircraft Parking Charges (APC) – GA Apron – per tonne MTOW (minimum charge of \$25.00 per day)	<b>4.98</b>
<i>Airside Escort Charges (AEC)</i>	
• Hourly charge	<b>302.90</b>
Environmental Clean Up Charge (ECC)	<b>302.90</b>
• Hourly charge	<b>302.90</b>
Call out fee	<b>302.90</b>
Environmental Clean Up Charge (ECC) Additional Rate	<b>1211.60</b>

### 3. Tennant Creek Airport

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*(All amounts in AUD, excl GST)*

<b>Charge</b>	<b>Rate</b>
Airport Services Charge (ASC)	<b>24.38</b>
General Landing Charges (GLC) – per tonne MTOW	<b>38.67</b>
General Landing Charges (GLC) – Government Flight – per tonne MTOW	<b>231.17</b>
Aircraft Parking Charges (APC) – ATA Apron	<b>1069.63</b>
Aircraft Parking Charges (APC) – GA Apron – per tonne MTOW (minimum charge of \$25.00 per day)	<b>4.86</b>
Military Landing Charges FOREIGN (MLCF) – per tonne MTOW	<b>231.17</b>
<i>Airside Escort Charges (AEC)</i>	
• Hourly charge	<b>295.80</b>
Environmental Clean Up Charge (ECC)	<b>295.80</b>
• Hourly charge	<b>295.80</b>
Call out fee	<b>295.80</b>
Environmental Clean Up Charge Additional Rate	<b>1183.20</b>



## Schedule 3      Power of Sale

1. If We exercise Our power of sale under these Conditions, We may sell or agree to sell Your aircraft on the Airport (and any of its parts or accessories) or any other property of Yours on the Airport, on the terms and Conditions as We think fit. Such Conditions will include but are not limited to the following:
  - (a) the sale may be by public auction, private treaty or by tender, of cash or on credit;
  - (b) the sale may be for a price or prices, and any price or prices may be less than market value;
  - (c) the sale may be with or without special provisions about payment time, or means of payment; and
  - (d) the sale may allow the purchaser to secure the payment of the purchase price by other security, or without security, and on such other terms as We may agree, without Us being responsible for loss.
2. We may engage or employ anyone in connection with the marketing for sale of Your aircraft or any other property as We see fit.
3. We may enter into, rescind or vary any contract of sale, and resell without being responsible for loss the aircraft or the other property, and execute all documents in relation to the aircraft or the property being sold in Your name and on Your behalf.
4. We may do anything to complete any sale which We consider desirable and set aside from the proceeds of the sale any amount which We consider desirable to meet future claims until the possibility of claims being made has ended.
5. Without limiting any other provisions of this Schedule 3, in consideration of Our allowing You or Your aircraft to Use the Airport and the Facilities and Services, You irrevocably appoint Us severally as Your attorney for the purposes of exercising Our rights under this schedule including selling or transferring the aircraft (and any of its parts or accessories or other property of Yours at the Airport).
6. We will apply the proceeds of a sale as follows:
  - (i) in reimbursing ourselves for any costs associated with the sale;
  - (ii) in or towards the satisfaction of any outstanding Charges; and
  - (iii) if there remains any surplus, in paying to You or anyone else nominated by You.
7. If the proceeds of sale are less than the amount You owe Us, the outstanding balance remains owing by You, and all of Our rights against You remain unaffected.
8. No one dealing with Us on a sale of any aircraft (or any of the parts or accessories) or other property of Yours under these Conditions is bound to inquire what Our rights and

powers to deal in that way are or whether these rights or powers have been properly or regularly exercised.

## Schedule 4 Aviation Services

### 1. Standard Aviation Services

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Standard Aviation Services include Standard Airfield Services and Standard Terminal Services and do not include Government Mandated Services and Non-Standard Aviation Services.

### 2. Standard Airfield Services - Aircraft Movement Facilities and Activities

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Means the minimum bundle of assets and facilities that are strictly necessary to provide any of the following services to facilitate Aircraft Movement Facilities and Activities at the Airports unless specified otherwise:

- (a) runways, taxiways, aprons, air side roads and grounds; and
- (b) airfield lighting and airside lighting; and
- (c) at Darwin International Airport and Alice Springs Airport only, airside safety and security services and facilities (including rescue and fire-fighting services and perimeter fencing);
- (d) at Tennant Creek only, airside safety and security services and facilities (including perimeter fencing);
- (e) navigation on an airfield (including nose-in guidance systems (at Darwin International Airport only) and other visual navigation aids);
- (f) at Darwin International Airport only, aircraft refuelling access (including system of fixed storage tanks, pipelines and hydrant distribution equipment known as a Joint User Hydrant Installation or JUHI);
- (g) at Alice Springs Airport and Tennant Creek Airport only, aircraft refuelling access;
- (h) aircraft parking sites;
- (i) ground handling access (including equipment storage and refuelling);
- (j) airside freight handling and stages areas essential for aircraft loading and unloading;
- (k) environmental hazard control;
- (l) services and facilities to ensure compliance with environmental laws; and
- (m) sites and buildings used for light or emergency aircraft maintenance.

### 3. Standard Terminal Services - Passenger Processing Facilities and Activities

---

Means the minimum bundle of assets and facilities that are strictly necessary to provide any of the following services to facilitate Passenger Processing Facilities and Activities at the Airports unless specified otherwise:

#### 3.1 **Departure**

- (a) Off-Terminal Parking in non-hydrant fuelling bay;
- (b) check in counters or common user check in kiosk, and related facilities (including any associated queuing areas);
- (c) CUTE (departure gates) (at Darwin International Airport and Alice Springs Airport only);
- (d) necessary departure lounges and holding lounges, and related facilities (but excluding commercially important persons lounges);
- (e) Facilities to enable the processing of Passengers through customs, immigration and quarantine (at Darwin International Airport and Alice Springs Airport only);
- (f) security systems and services (including closed circuit surveillance systems);
- (g) baggage make-up, handling reclaiming facilities;
- (h) public areas in terminals, public amenities, lifts (at Darwin International Airport only), escalators (at Darwin International Airport and Alice Springs Airport only) and moving walkways (at Darwin International Airport and Alice Springs Airport only); and
- (i) flight information and public address systems.

#### 3.2 **Arrival**

- (a) Off-Terminal Parking in non-hydrant fuelling bay;
- (b) baggage make-up, handling and reclaiming facilities at allocated off-terminal bay;
- (c) public areas in terminals, public amenities, lifts (at Darwin International Airport only), escalators (at Darwin International Airport and Alice Springs Airport only) and moving walkways (at Darwin International Airport and Alice Springs Airport only);

- (d) facilities to enable the processing of Passengers through customs, immigration and quarantine (at Darwin International Airport and Alice Springs Airport only); and
- (e) security systems and services (including closed circuit surveillance systems).

The Standard Terminal Services will be provided in accordance with the procedures and practices outlined in the Terminal Operations Manual.

#### 4. Non-Standard Aviation Services

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Means those Services and Facilities that We provide to Users of the Airports that are neither Standard Aviation Services or Government Mandated Services. Non-Standard Aviation Services and rights will be documented in an ASA and may include (without limitation):

- (a) priority gates;
- (b) auto bag drops/ hybrids;
- (c) priority allocation;
- (d) priority check-in facilities;
- (e) commercial activities;
- (f) promotional activities;
- (g) office space;
- (h) commercial space;
- (i) engineering premises;
- (j) access to aerobridges;
- (k) on-Terminal Bays;
- (l) access to Baggage Carousels; and
- (m) access to preconditioned air and electric ground power units (eGPU).

## Schedule 5 Common User Conditions

This Schedule 5 applies to the Use of the Common User Facilities at the Airport Terminals.

### 1. Check-In, Service and other Passenger Processing

---

#### 1.1 Darwin International Airport

Passenger check-in and bag drop facilities are through Common User Self-Service equipment only as outlined in the Terminal Operations Manual. No traditional check-in counters are available.

**(a) Kiosks**

Self-service check-in equipment available to Your Passengers

**(b) Automated Bag Drop (ABD)**

Self-service bag drop injection points available to Your Passengers

**(c) Service Pod**

Facilitate manual processing and disruptions as required. Allocated as per Terminal Operations Manual

**(d) Service Desks**

Facilitate disruptions . Use as per Terminal Operations Manual

**(e) Hybrid/ABD**

Facilitate manual processing and disruptions as required. Allocated as per Terminal Operations Manual

**(f) User of Common Use Terminal and Self Service Equipment**

**(i) Cleanliness of Common Use Terminal Equipment**

You must leave all common use areas and the immediate area surrounding it in a tidy condition free from rubbish. You must remove Your own equipment or stationery at the end of a period of Use. If You do not comply with these requirements to Our reasonable satisfaction, We will clean the area and remove any equipment at Your cost.

**(ii) Security of Hybrids and ABD's**

You must take all reasonable precautions when using each ABD's / Hybrids to prevent unauthorised entry into the ABD area and the BHS.

Upon completing a flight you must close the ABD doors and leave the area secured

- (g) Other equipment is not permitted to be installed in the common use check-in, departure or arrivals areas without written airport permission from the Airport.

## 1.2 **Alice Springs Airport, Tennant Creek Airport**

### **(a) Counters**

- (i) Each check-in Counter at the Airport Terminal is equipped with:
  - (A) weighing scales; and
  - (B) PA System.
- (ii) We will allocate the Counter to You in accordance with Our allocation rules as specified and defined in Our licence agreements with each Air Operator.
- (iii) When You are occupying any check-in Counter, You may also occupy a service Counter.

### **(b) User of Counters**

- (i) Cleanliness of Counters

You must leave each Counter and the immediate area surrounding it in a tidy condition free from rubbish. You must remove Your own equipment or stationery at the end of a period of Use. If You do not comply with these requirements to Our reasonable satisfaction, We will clean the Counter and surrounding area at Your cost.
- (ii) Security of Counter

You must take all reasonable precautions when using each Counter to prevent unauthorised entry into the Counter area and the BHS.
- (iii) Leaving a Counter

When leaving a Counter, whether temporarily or at the end of Your Use, You must leave each Counter in a secure condition. Your last employee or agent at a Counter must ensure that the baggage system is switched off, that all Your Counters are logged off, and that the security barriers over the weigh scale and between the Counters are closed.

### **(c) Ownership of Counter Position Equipment**

- (i) Owner of Counter Equipment

The Counter Equipment, other than Our Equipment and other equipment We own, remains the property of the owner of that

equipment or the Person entitled to ownership of that equipment under any agreement to the contrary between the airline and the supplier.

(ii) **Other Equipment We Own**

The Counters and other equipment provided by Us remain Our property.

(iii) **No Parting with Possession of Equipment We Own**

You must not part with possession or control of Our Equipment unless We ask You to in writing.

## 2. **Baggage Handling System (BHS) Conditions**

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### 2.1 **BHS Equipment**

We will provide the BHS for Domestic and International operations, Regional Operations, Charter Operations and General Aviation Operations, and will allocate the same in accordance with licensing arrangements as appropriate.

## 3. **Aerobridges and Departure Gate Counter Conditions**

---

### 3.1 **Allocation of Departure/Arrival Equipment**

We will allocate the Use of the Departure/Arrival Equipment to You in accordance with Our allocation rules and these Conditions. The allocation of the specific locations will be in Our absolute discretion.

### 3.2 **Use of Departure/Arrival Equipment**

**(a) Care of Departure/Arrival Equipment**

You must take proper care of the Departure/Arrival Equipment and follow Our reasonable directions for its Use.

**(b) Training of Your Personnel**

You must ensure that Your staff operating the Departure/Arrival Equipment are trained to operate it safely and, in a manner, to avoid damage to it, to other property and to persons.



**(c) Departure/Arrival Equipment to be Operated by Qualified Personnel**

You must ensure that the Aerobridge is only operated by persons trained to operate it. You must accept responsibility for the training of Your staff in the Use of Departure/Arrival Equipment.

**(d) Damage to Departure/Arrival Equipment**

Except where there is a malfunction in the Departure/Arrival Equipment caused by Our negligent act (and only to that extent), You indemnify Us for any damage to the Departure/Arrival Equipment caused by Your negligent act or omission in operating the Departure/Arrival Equipment or in conducting Your activities at the Airports.

**(e) Cleaning of Departure/Arrival Equipment Areas**

You must leave the area surrounding the Departure/Arrival Equipment in a tidy condition. If You do not, We will clean the area at Your cost.

## 4. FIDS and PA System Conditions

---

### 4.1 FIDS

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

### 4.2 FIDS Information

**(a) Accurate Information on FIDS**

You must ensure that the information displayed on FIDS is current and accurate.

**(b) FIDS Information is Confidential**

The information on FIDS is confidential information. You must not give any other airlines information on FIDS to anyone else without prior written consent, other than information displayed in the public area.

**(c) Your Warranty in Relation to FIDS Information**

- (i) The necessary data to generate Your logo and other material in FIDS remains Your property.
- (ii) 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.
- (iii) We must not give that logo to anyone else without Your written consent.

#### 4.3 **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.

#### 4.4 **PA System**

##### **(a) Providing a PA System**

We will provide a PA system at designated locations throughout the Airport Terminal. You must comply with Our reasonable directions concerning the Use of the PA system.

##### **(b) Your Use of the PA System**

You must act reasonably in the Use of the PA system and, without limitation, You must restrict Your announcements to whatever is operationally required. In the event of an emergency the PA system will only be utilised for response communications.

### 5. **General Common User Conditions**

---

#### 5.1 **Repair and Maintenance**

##### **(a) Your Obligations**

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 or contractors.

##### **(b) Our Obligations**

We must repair and maintain the Common User Facilities at Our own expense in circumstances other than set out in Common User Condition 5.2 below.

##### **(c) Responsibility for Employees and Agents**

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

## 5.2 Use of Our Equipment

### (a) Proper Care

You must take proper care of Our Equipment and follow Our reasonable directions for its Use.

### (b) Repair of Our Equipment

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.

### (c) Access to Carry Out Repairs

You must give Us reasonable access to inspect and to repair Our Equipment.

## 5.3 Termination of Your Right to Use Common Use Equipment, Counters and BHS

(a) We may terminate Your right to Use the Common Use Equipment, Counters and the BHS immediately:

- (i) by giving You written notice if You omit or fail to observe any of these Common User Conditions, and You do not remedy the breach within fourteen (14) days of receiving a written notice from Us to do so; or
- (ii) when You cease to conduct or provide regular Passenger air Services at Our Airports.

(b) If Your right to Use Common Use Equipment, Counters and the BHS ceases, or if We have terminated Your right, You must immediately pay to Us any amounts outstanding for Charges payable under these Conditions, which includes Charges payable under these Common User Conditions.

## 5.4 Handling Agents

All appointments of any handling agent must comply with Schedule 6.

## 5.5 Act, Regulations and Rules

### (a) Our Obligations under the Airports Act 1996 (Commonwealth)

You accept that We are responsible for administering and operating the Airport in accordance with the *Airports Act 1996 (Cth)* and the *Airports (Transitional) Act 1996 (Cth)* and the regulations made under or by virtue of those Acts.

**(b) No interference from You or Your agents**

You must ensure that You, Your employees, contractors, and agents (including Handling Agents) do nothing to prevent Us from complying with Our obligations under the Legislation and to indemnify Us against any claim if they do.

**(c) Our rules**

You agree that We can make rules for the Day to Day operation of Our Airports that will bind You. You and Your employees and agents must comply with those rules at all times.

**5.6 Air Navigation Regulations**

You and We acknowledge that all carriers are required to operate in accordance with, without limitation, the Air Navigation Regulations and all other applicable Legislation and International instruments.

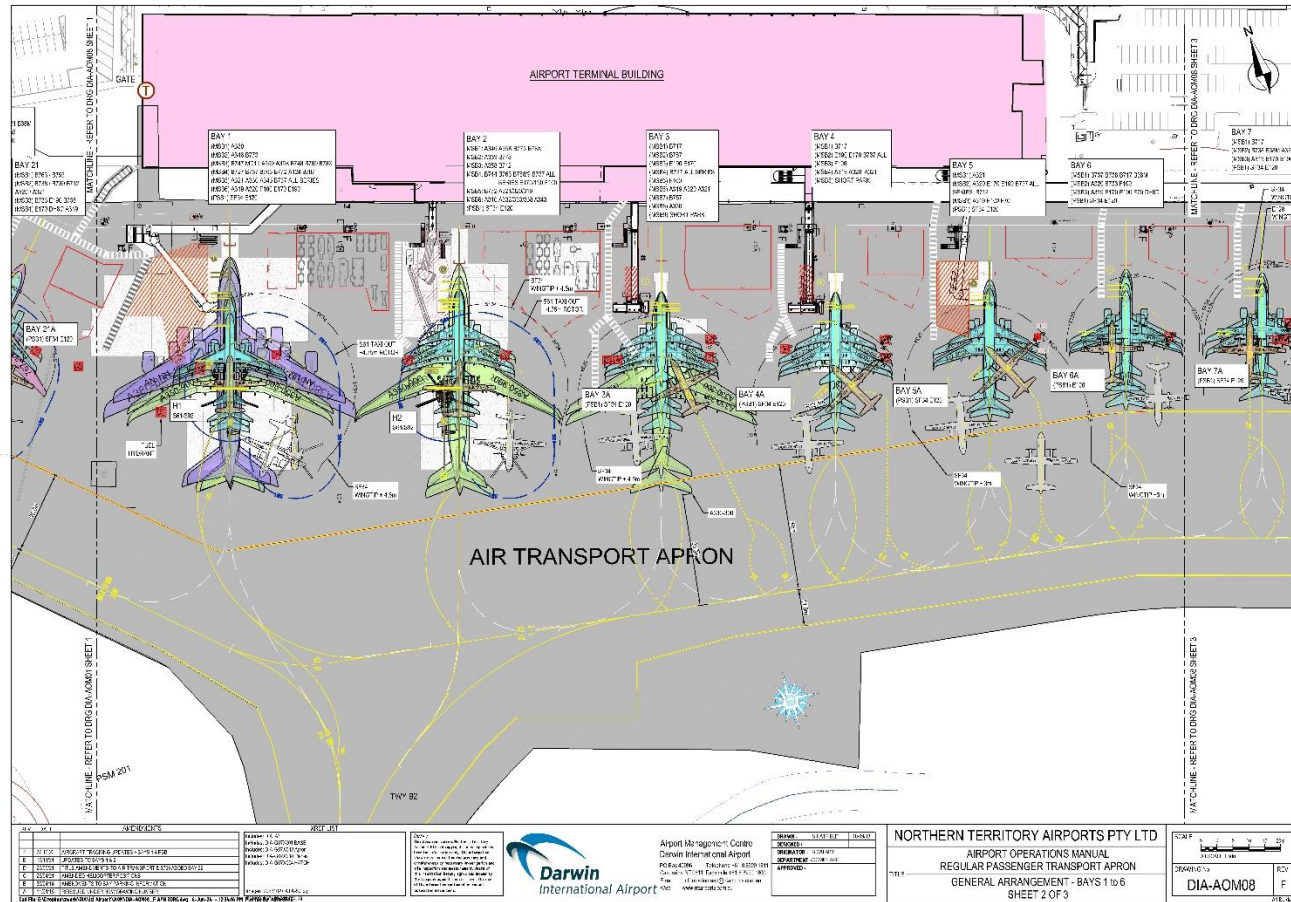
**5.7 Prohibition on Conduction Unaccompanied Baggage Operations**

You must not Use any ABD, Counter or the BHS to accept from any Person baggage or cargo for transportation and distribution baggage which is being sent as unaccompanied baggage or cargo.

## Schedule 6 Third Party agents including Handling Agents

1. All third party agents including Handling Agents appointed by any Air Operator must be licensed to operate at the Airport.
2. All third party agents including Handling Agents appointed by the Air Operator must have a separate agreement in place with Us to operate at the Airport.
3. A pro-forma agreement for the appointment of third party agents or any Handling Agent is available from Us upon request.
4. Without limiting Schedule 6, clauses 1 to 4, the Air Operator within the baggage makeup unit:
  - (a) must acknowledge and accept responsibility for all activities undertaken by all agents including any Handling Agents;
  - (b) must comply with baggage make up unit operating procedures and be appropriately supervised and trained;
  - (c) must ensure that the area is maintained to a reasonable cleanliness level, is free from rubbish and debris including removal of paperwork associated with baggage handling; and
  - (d) agrees that the Air Operator is liable to pay all reasonable direct, indirect and consequential costs incurred by Us in dealing with inappropriate use or management within the baggage makeup unit.
5. Without limiting your obligations to indemnify Us under condition 20, the Air Operator accepts responsibility for all damage or loss caused to all Airport facilities as a result of any act or omission of the Air Operator including but not limited to damage or loss to Ground Support Equipment, other aircraft, and any airport operator equipment and/or assets.
6. The Air Operator and any agents (including Handling Agents) must immediately notify Us, of damage to property within the airport precinct area.

# Schedule 7 Air Transport Apron Darwin



REV	NO	DESCRIPTION	DATE
1	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
2	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
3	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
4	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
5	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
6	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
7	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
8	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
9	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
10	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18

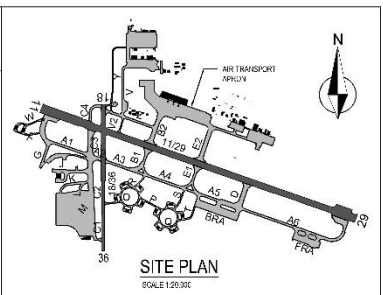
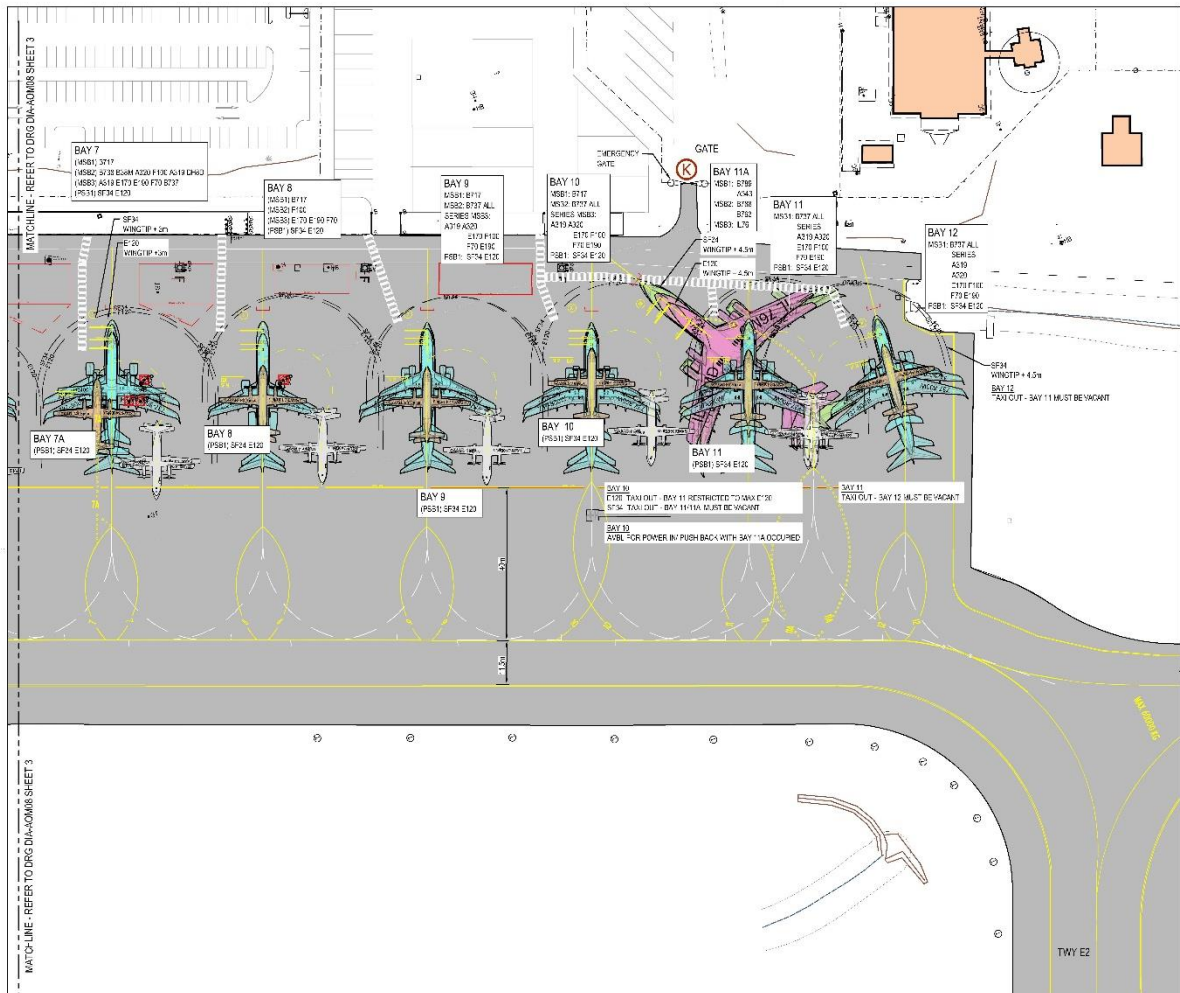
REV	NO	DESCRIPTION	DATE
1	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
2	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
3	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
4	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
5	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
6	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
7	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
8	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
9	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
10	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18



**Airport Management Centre**  
 Darwin International Airport  
 PO Box 4706 Darwin NT 13 4801014  
 Darwin NT 13 4801014  
 Tel: +61 8 8946 2000 Fax: +61 8 8946 2000  
 www.dia.nt.gov.au

**NORTHERN TERRITORY AIRPORTS PTY LTD**  
 AIRPORT OPERATIONS MANUAL  
 REGULAR PASSENGER TRANSPORT APRON  
 GENERAL ARRANGEMENT - BAYS 1 TO 6  
 SHEET 2 OF 3

REV	NO	DESCRIPTION	DATE
1	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
2	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
3	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
4	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
5	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
6	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
7	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
8	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
9	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18
10	1	ISSUED FOR TENDERING PURPOSES 12/15/18	12/15/18



REFERENCE CIVIL AVIATION ORDER 20.9

20.9.1.3 FUELLING OPERATIONS: IF THE AIRCRAFT AND SOLE FUELLING COMPONENT SHALL BE SO LOCATED THAT A 15 METRE FIRE PROTECTIVE ZONE IS REQUIRED:

- WITHIN 5m OF ANY SEALED BUILDING
- WITHIN 5m OF OTHER STATIONARY AIRCRAFT
- WITHIN 5m OF ANY EXPOSED PUBLIC AREA
- WITHIN 5m OF ANY UNSEALED BUILDING IN THE CASE OF AIRCRAFT WITH A MAXIMUM TAKE-OFF WEIGHT EXCEEDING 5700kg
- WITHIN 5m OF ANY UNSEALED BUILDING IN THE CASE OF AIRCRAFT WITH A MAXIMUM TAKE-OFF WEIGHT NOT EXCEEDING 5700kg

AN AIRCRAFT ENGINE SHALL NOT BE STARTED OR OPERATED:

- WITHIN 6 METRES (17 FT) OF ANY SEALED BUILDING
- WITHIN 6 METRES (20 FT) OF OTHER AIRCRAFT
- WITHIN 6 METRES (20 FT) OF ANY EXPOSED PUBLIC AREA
- WITHIN 6 METRES (20 FT) OF ANY UNSEALED BUILDING IN THE CASE OF AN AIRCRAFT WITH A MAXIMUM TAKE-OFF WEIGHT EXCEEDING 6700kg (14 660 LB)
- WITHIN 6 METRES (20 FT) OF ANY UNSEALED BUILDING IN THE CASE OF AN AIRCRAFT WITH A MAXIMUM TAKE-OFF WEIGHT NOT EXCEEDING 6700kg (14 660 LB)

20.9.1.4 TURBINE ENGINES IN A POSITION SHALL NOT BE OPERATED WITHIN THE AIRCRAFT EXHAUST PROTECTIVE ZONE OF ANY OTHER AIRCRAFT. FUELLING EQUIPMENT OR EXPOSED PUBLIC AREAS PROTECTIVE ZONE OF ANY OTHER AIRCRAFT SHALL NOT BE OPERATED WITHIN THE EXHAUST PROTECTIVE ZONE OF ANY OTHER AIRCRAFT.

ENGINE TYPE	POWER CONDITION	MINIMUM DISTANCE METRES
TURBO-PROP	AT OR BELOW NORMAL SLOW TAXI POWER	15 (50 FT)
	AT POWER USED TO BRUIE REDUCED TO 50% OF MAXIMUM POWER	22 (72 FT)
TURBOJET	AT OR BELOW NORMAL SLOW TAXI POWER	30 (100 FT)
	AT THRUST USED TO BRUIE REDUCED TO 50% OF MAXIMUM POWER	46 (150 FT)

REV	DATE	DESCRIPTION
1	20/06/2017	ISSUED FOR CONSTRUCTION
2	20/06/2017	ISSUED FOR CONSTRUCTION
3	20/06/2017	ISSUED FOR CONSTRUCTION
4	20/06/2017	ISSUED FOR CONSTRUCTION
5	20/06/2017	ISSUED FOR CONSTRUCTION
6	20/06/2017	ISSUED FOR CONSTRUCTION
7	20/06/2017	ISSUED FOR CONSTRUCTION
8	20/06/2017	ISSUED FOR CONSTRUCTION
9	20/06/2017	ISSUED FOR CONSTRUCTION
10	20/06/2017	ISSUED FOR CONSTRUCTION

NO	DATE	DESCRIPTION
1	20/06/2017	ISSUED FOR CONSTRUCTION
2	20/06/2017	ISSUED FOR CONSTRUCTION
3	20/06/2017	ISSUED FOR CONSTRUCTION
4	20/06/2017	ISSUED FOR CONSTRUCTION
5	20/06/2017	ISSUED FOR CONSTRUCTION
6	20/06/2017	ISSUED FOR CONSTRUCTION
7	20/06/2017	ISSUED FOR CONSTRUCTION
8	20/06/2017	ISSUED FOR CONSTRUCTION
9	20/06/2017	ISSUED FOR CONSTRUCTION
10	20/06/2017	ISSUED FOR CONSTRUCTION

**Darwin International Airport**

Airport Management Centre  
Darwin International Airport  
PO Box 10469 Darwin NT 13 001 011  
GPO Box 10469 Darwin NT 13 001 011  
Email: [enquiries@darwinairports.com.au](mailto:enquiries@darwinairports.com.au)  
Web: [www.darwinairports.com.au](http://www.darwinairports.com.au)

**NORTHERN TERRITORY AIRPORTS PTY LTD**

AIRPORT OPERATIONS MANUAL  
AIR TRANSPORT APRON  
GENERAL ARRANGEMENT - BAYS 7 to 12  
SHEET 3 OF 3

SCALE	DATE	REV
1:20,000	20/06/2017	F

SCALE 1:20,000  
DRAWING NO. DIA-AOM08  
REV F



**NOTES**

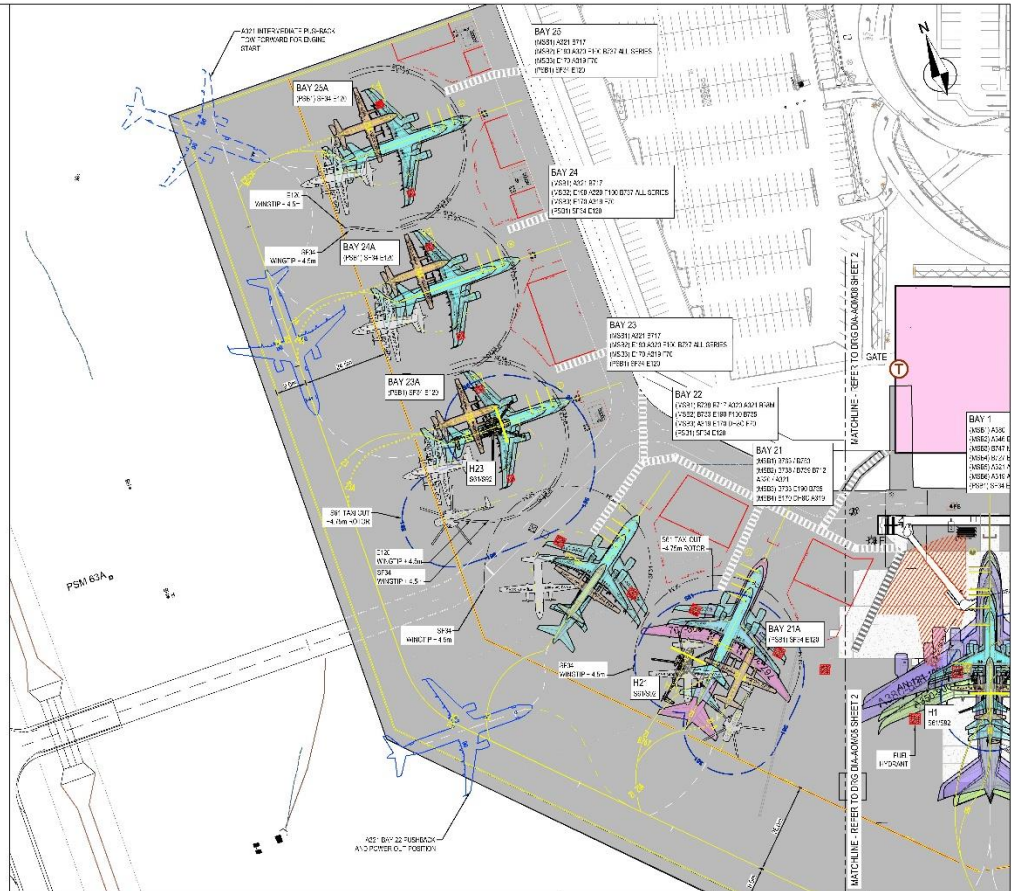
1. ALL DIMENSIONS IN METRES UNLESS NOTED OTHERWISE.
2. DESIGN AIRCRAFT WEIGHT ("AW") IS APPROXIMATE. VARIATION OF DIMENSIONS DUE TO ALLURE MARKING & DIMENSIONAL TOLERANCES WITH PARTS TO BE USED IS SHOWN IN RED DIMENSIONS.
3. GND CO ORDINATES TO VONGA 66 20 24.8 60 00 00 P 10 30 00 UNITS TO WGS 84.
4. AIRCRAFT TRACKED BY H2S W/CF. AIRCRAFT H2S W/CF ON GROUND. AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS) AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS) AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS).
5. GROUND CLEARANCE: THE GROUND CLEARANCE OF AIRCRAFT IS AS SHOWN IN THE DRAWING. THE GROUND CLEARANCE OF AIRCRAFT IS AS SHOWN IN THE DRAWING.
6. AIRCRAFT TRACKED BY H2S W/CF. AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS).
7. AIRCRAFT TRACKED BY H2S W/CF. AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS).
8. AIRCRAFT TRACKED BY H2S W/CF. AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS).
9. AIRCRAFT TRACKED BY H2S W/CF. AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS).
10. AIRCRAFT TRACKED BY H2S W/CF. AIRCRAFT TRACKED BY H2S W/CF WITH SURFACE AIRCRAFT TRACKING SYSTEM (ATIS).

NARROW BODY / CODE C							
AIRCRAFT	ICAO	SPAN	LENGTH	HEIGHT-T	COCKPIT 80% TURN RADIUS	WBASE	OMGWTS
ARR-343R	A318	34.10	33.81	12.11	15.87	11.04	8.95
ARR-343R	A318	34.00	34.57	12.09	17.60	12.84	8.95
A-380-800	A380	35.80	72.81	24.24	17.60	12.84	8.95
A-380-800	A380	35.80	64.51	11.76	22.37	16.90	8.99
BOEING 737	B737	28.41	37.80	9.00	19.18	17.80	5.92
BOEING 737 MAX 8	B737	28.88	33.30	11.13	14.28	12.45	6.41
BOEING 737 MAX 8	B737	28.88	30.40	11.13	17.82	14.25	6.41
BOEING 737 MAX 8	B737	35.78	33.03	12.57	15.95	12.60	6.99
BOEING 737 MAX 8	B737	35.80	39.48	12.62	19.42	15.60	7.00
BOEING 737 MAX 9	B737	35.82	39.48	12.45	19.70	15.60	7.00
BOEING 737 MAX 9	B737	38.04	47.32	13.74	27.42	8.55	21.12
BOEING 737 MAX 9	B737	41.07	47.32	13.74	27.42	8.55	21.12
365-800	365	27.43	25.08	7.64	13.05	16.00	8.95
365-800	365	28.42	32.83	8.38	16.25	13.94	8.95
EMBRAER E175	E175	19.78	20.00	6.33	13.70	8.95	7.22
EMBRAER E175	E175	26.00	29.90	9.67	13.51	10.82	6.31
EMBRAER E175	E175	26.72	30.24	10.57	17.27	12.82	7.22
EMBRAER E175	E175	28.08	36.53	6.63	16.45	14.01	6.05
EMBRAER E175	E175	22.76	15.73	6.98	10.73	7.14	7.25

WIDE BODY / CODE E & F							
AIRCRAFT	CODE	SPAN	LENGTH	HEIGHT-T	COCKPIT 80% TURN RADIUS	WBASE	OMGWTS
ANTONOV AN-124	AN-124	73.30	65.10	21.38	31.81	22.32	9.81
AN-124	AN-124	60.30	58.85	18.23	32.49	22.10	12.61
AN-124	AN-124	60.30	63.70	17.16	30.05	22.10	12.61
AN-124	AN-124	67.75	66.90	17.44	37.22	29.95	12.87
AN-124	AN-124	64.73	72.79	17.44	45.08	32.40	12.84
AN-124	AN-124	79.75	72.73	24.27	37.66	29.23	14.34
BOEING 747-400	747	64.82	70.67	19.39	32.65	24.07	12.60
BOEING 747-400	747	68.40	76.25	19.51	37.48	28.13	12.60
BOEING 747-400	747	47.57	54.82	16.13	30.25	22.76	10.90
BOEING 747-400	747	64.80	73.86	18.25	39.28	30.61	12.90
BOEING 747-400	747	60.12	56.72	17.09	31.14	22.76	11.60
BOEING 747-400	747	60.12	62.81	17.09	32.78	25.23	11.90
BOEING 747-400	747	60.12	68.30	17.02	39.24	28.28	11.90

**LEGEND**

AREA OF COORDINATES  
 AREA OF COORDINATES  
 AREA OF COORDINATES



REV.	DATE	AS-SHOWN	DESCRIPTION
1	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
2	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
3	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
4	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
5	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
6	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
7	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
8	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
9	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION
10	27/03/2024	ISSUED FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION

**Darwin International Airport**

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 Darwin International Airport  
 Darwin NT 0810  
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 Fax: +61 8 8947 1001  
 Email: darwin@ntairports.com.au  
 Website: www.ntairports.com.au

Drawn: S. C. P. 2  
 Checked: S. C. P. 2  
 Approved: S. C. P. 2

**NORTHERN TERRITORY AIRPORTS PTY LTD**

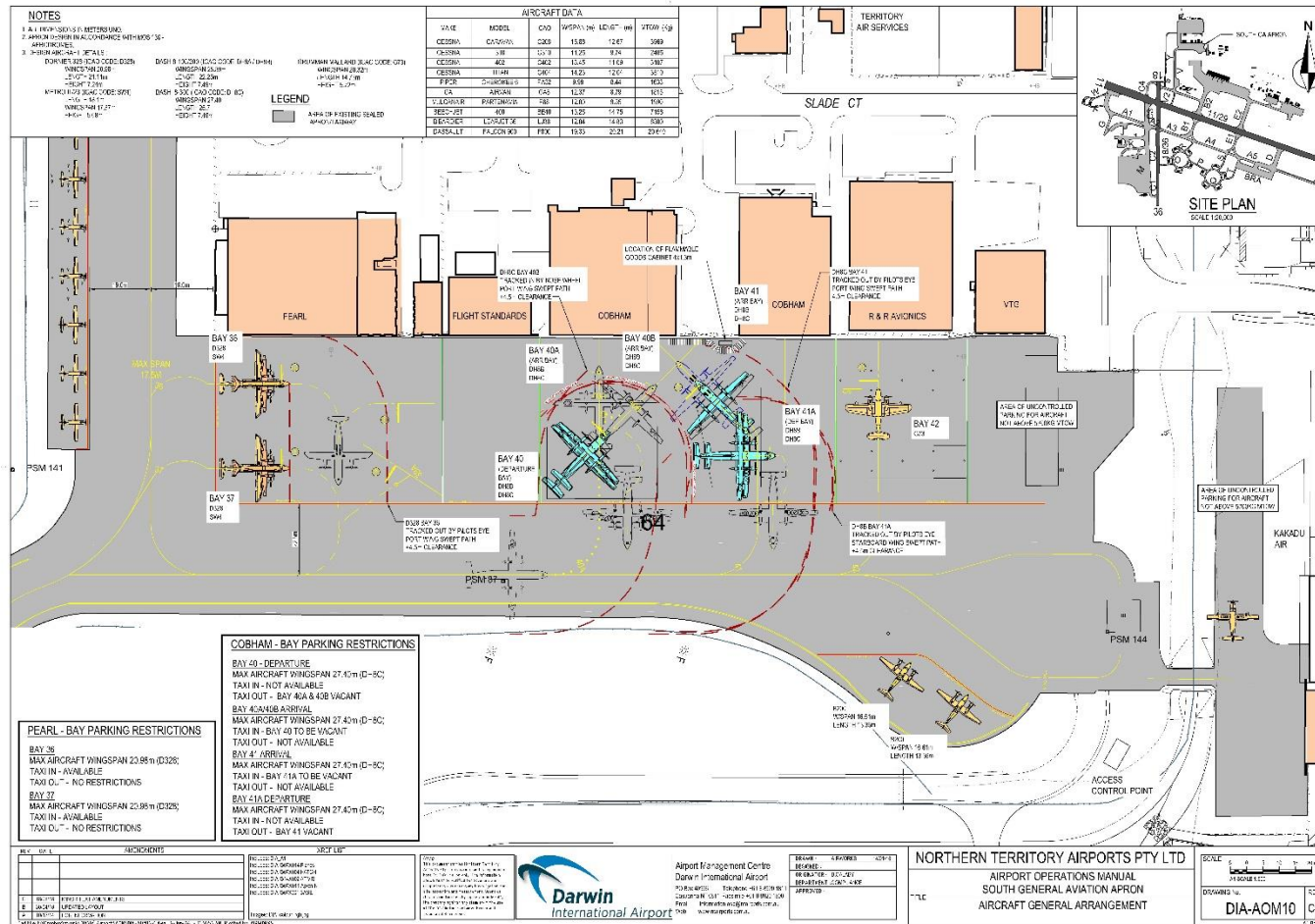
AIRPORT OPERATIONS MANUAL  
 AIR TRANSPORT APRON  
 GENERAL ARRANGEMENT - BAYS 21 to 25  
 SHEET 1 OF 3

SCALE: 1:1000  
 DRAWING NO: DIA-AOM08  
 DATE: 27/03/2024





# Southern General Aviation Apron Darwin





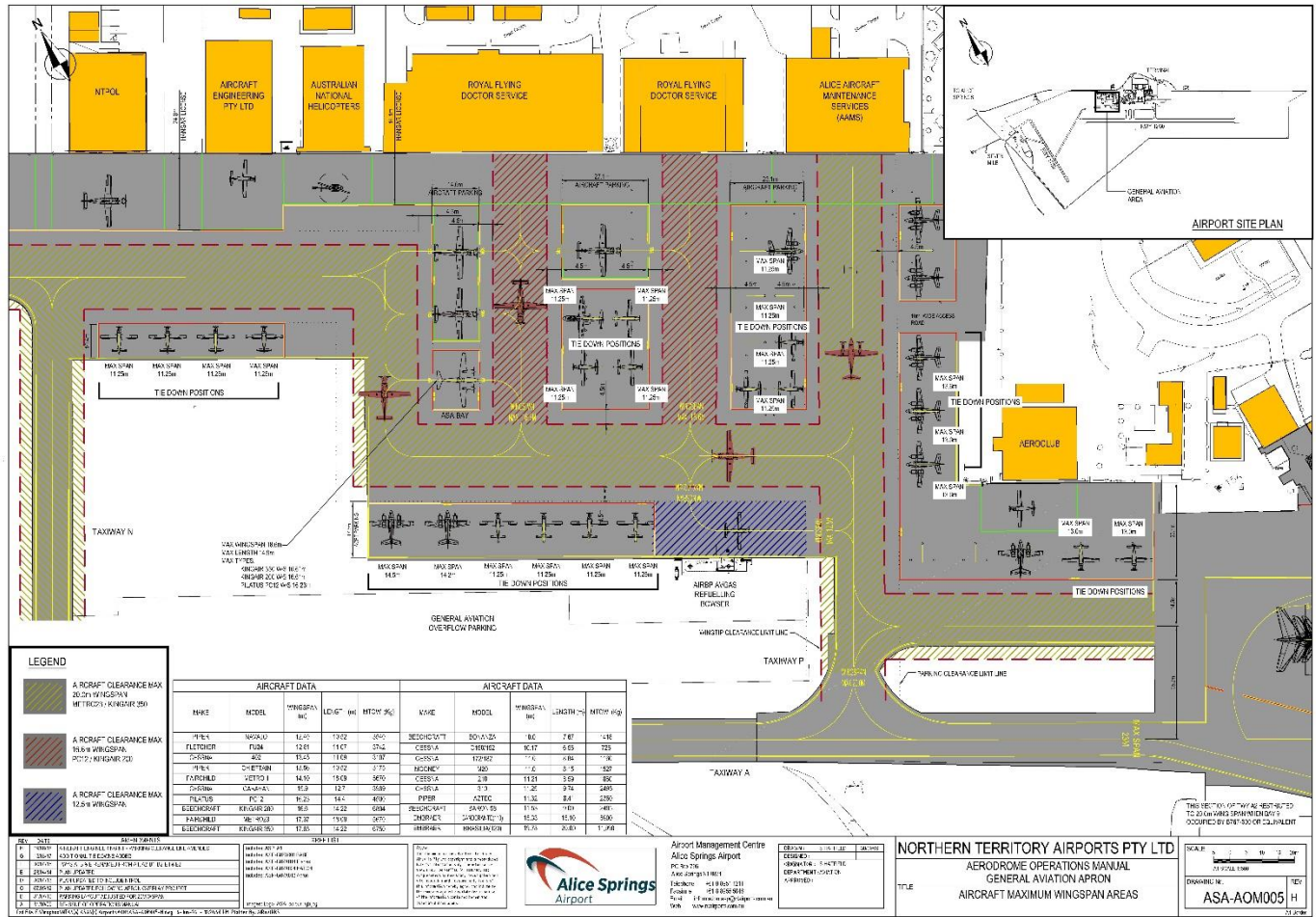




# AirTransport and Commuter Aprons Alice Springs



# General Aviation Apron Alice Springs







# Runway Layout, GA Apron to east of Terminal

