



COFFS HARBOUR
AIRPORT
Gateway to the Coffs Coast

COFFS HARBOUR AIRPORT PTY LTD

CONDITIONS OF USE

June 2023

CONTENTS

1. CONDITIONS OF USE (Conditions)	4
2. ACCESS TO COFFS HARBOUR AIRPORT	4
3. YOUR USE OF COFFS HARBOUR AIRPORT	5
4. INFORMATION TO BE PROVIDED TO COFFS HARBOUR AIRPORT	6
5. PARKING AND AIRCRAFT REMOVAL	8
6. HAZARDOUS AND FLAMMABLE SUBSTANCES.	9
7. COFFS HARBOUR AIRPORT SECURITY	10
8. INSURANCE	12
9. INTERRUPTIONS TO AIRPORT SERVICES	13
10. GOVERNMENT MANDATED COSTS AND GOVERNMENT MANDATED CHARGES.....	13
11. PAYMENT OF AVIATION CHARGES AND GOVERNMENT MANDATED CHARGES	14
12. INDEMNITY AND RELEASE	15
13. GOODS AND SERVICES TAX.....	17
14. PRIVACY AND DATA PROTECTION	17
15. CONFIDENTIAL INFORMATION	17
16. DISPUTE RESOLUTION	18
17. NOTICES	19
18. GENERAL	20
19. DEFINITIONS AND INTERPRETATION	20
SCHEDULE 1 – AVIATION SERVICES.....	24
SCHEDULE 2 – COMMON USER CONDITIONS FOR COFFS HARBOUR AIRPORT TERMINAL ..	25
SCHEDULE 3 – AVIATION CHARGES	31

DETAILS

Parties: Coffs Harbour Airport Pty Ltd (ACN645 575 992) acting as trustee for Coffs Harbour Airport Trust (which is referred to in these standard conditions as CHAPL, we, us and our); and

you (being an airline, aircraft operator or tenant (as applicable) to whom these standard conditions apply, and which is referred to in these standard conditions as you and your).

Corporate Details: Coffs Harbour Airport Pty Ltd acting as trustee for Coffs Harbour Airport Trust.

Postal Address: PO Box 251 COFFS HARBOUR NSW 2450

Registered Address: Airport Drive, Coffs Harbour, NSW 2450

Telephone: (02) 6650 4812

Email: info@coffsairport.com.au

Interpretation: Definitions are at the end of the Conditions.

Background: We are the lessee and operator of Coffs Harbour Airport.

We agree to supply Facilities and Services to you on the terms set out in these Conditions. In consideration for the supply of Facilities and Services, you agree to pay any applicable charges and to otherwise comply with your obligations under these Conditions.

Governing law: These Conditions are governed by and are to be construed in accordance with the laws applicable in New South Wales.

1. CONDITIONS OF USE (Conditions)

1.1 The Conditions

These Conditions set out the terms under which you may use our Facilities and Services at Coffs Harbour Airport. If you use our Facilities and Services in any way (including taking off and landing) you agree to be bound by these Conditions.

A copy of these Conditions can be found on our website (see www.coffsharbourairport.com.au) and/or be made available to you upon request.

These Conditions are current as at the date on the front page and supersede all previous versions.

1.2 Waiver

Subject to any contrary requirement by law, we may change, replace or waive these Conditions if we have given you notice. We shall give you notice by updating our website from time to time. It is your responsibility to view this page from time to time to check for updates. If you use our Facilities or Services after notification of the updates you will be deemed to accept such change.

1.3 Charges

These Conditions cover the provision of Facilities and Services. We will charge for the provision of Facilities and Services at the rates specified in these Conditions. We will charge you whether or not you have been notified of these Conditions before you use our Facilities or Services.

1.4 Exclusions

Services in these Conditions do not currently include the following:

- Rescue and firefighting services;
- Terminal navigation services;
- En-route services;
- Meteorological services;
- Border control;
- Aircraft fueling services;
- Ground handling services; or
- Engineering services.

2. ACCESS TO COFFS HARBOUR AIRPORT

2.1 Access

We will provide access to Coffs Harbour Airport to you as required in accordance with these Conditions and by applicable law. You acknowledge that access to Coffs Harbour Airport may be subject to the needs and requests of other aircraft operators.

We reserve the right to prohibit any person from using the Coffs Harbour Airport in our sole

discretion for reasons of safety, security and/or impeding the efficient operation of the Airport.

Provided that we give you reasonable prior notice, you agree to give us access to any area that you lease or license from us for any reason associated with safety, security and/or the efficient operation of the Airport.

3. YOUR USE OF COFFS HARBOUR AIRPORT

3.1 Obligations

The use of our Facilities and Services is subject to compliance with:

- a) The Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011;
- b) all of our operational, security and safety procedures including without limitation the Aerodrome Manual;
- c) relevant standard operating procedures as issued by Coffs Harbour Airport whether published in Aeronautical Information Publication (AIP) or otherwise;
- d) all applicable laws and regulations (including any relating to environment, workplace health and safety, security, privacy);
- e) any restrictions on flying operations imposed by any applicable statutory authority;
- f) all publications, rules and regulations imposed by the Civil Aviation Safety Authority, Airservices Australia, and/or the Australian Transport Safety Bureau;
- g) any noise management procedures or restrictions on flying operations imposed by us.
- h) all of our applicable policies and procedures (including any relating to environment, workplace health and safety, and drug and alcohol management);
- i) Coffs Harbour Airport Safe Storage and Handling of Hazardous and Flammable Substances – Tenant Obligations (if any);
- j) Our Aerodrome Emergency Plan, Safety Management System and Transport Security Program as well as any reasonable directions issued by us in respect of your use of the Coffs Harbour Airport;
- k) any directions or requirements with respect to security (including passenger screening requirements) issued by the applicable Minister, Commonwealth Government or the State Government, or any applicable law enforcement authority or agency;
- l) demonstrated commitment to operate in a safe compliant manner including reporting all hazards and incidents within the framework of a fair and just culture;
- m) these Conditions, Allocation Rules and all Airport notices and regulations without limitation; and
- n) all payment requirements.

3.2 Your actions

You agree not to do anything, and to ensure that your employees, agents and contractors do not do anything, that puts us or may put us in breach of or prevents us or may prevent us from observing our obligations under any and all matters identified in clause 3.1.

You also agree not to, and to ensure that your employees, agents and contractors do not do

anything which causes (or could cause) a nuisance or danger to other users of Coffs Harbour Airport or causes (or could cause) either a hazard to safety or threat to security.

3.3 Common User Conditions

The Common User Conditions are stated in Schedule 2 and these standard conditions apply to your use of the terminal facilities at Coffs Harbour Airport. Coffs Harbour Airport reserves the right to enforce those Common User Conditions as it considers appropriate, including for the good of all users of Coffs Harbour Airport.

3.4 Operating airside

You must not operate airside, provide airside services or conduct commercial operations airside at Coffs Harbour Airport, unless you have our prior approval

The information that we may require in order to consider your approval may include:

- a) evidence that you have appropriate procedures that comply with:
 - i. the Coffs Harbour Airport security requirements;
 - ii. the Coffs Harbour Airport Operations Manual;
 - iii. the Coffs Harbour Airport Emergency Plan;
 - iv. the Coffs Harbour Airport safety requirements;
 - v. any obligations under these Conditions; and
 - vi. any applicable legislation.
- b) the names, appointment, address, and contact details for your key personnel, which we require in order to be able to contact you at any time during the day or night in respect of any emergency, security, safety or operational matter with respect to your use of Coffs Harbour Airport; and
- c) evidence that you have insurance cover that complies with section 8 of these Conditions (separate to any insurance requirements for use of any equipment/ vehicles airside).

We are not responsible for the safety and security of your aircraft. However, you must comply with any of the safety and security requirements of the Airport for which are set out in these Conditions or which we notify you of from time to time.

4. INFORMATION TO BE PROVIDED TO COFFS HARBOUR AIRPORT

4.1 Information

You shall provide to CHAPL, in such form as CHAPL may from time to time reasonably determine, information relating to your use of the Facilities and Services. The information that you provide to CHAPL under this clause is extremely important to CHAPL. It is required, not just for the purposes of calculating Aviation Charges and Government Mandated Charges, but also to provide statistical data to assist CHAPL monitor growth in activity and efficiently manage the Airport. It will also assist CHAPL in its future planning and to ensure that all users future needs are catered for.

4.2 Before you use the Coffs Harbour Airport

Other than to the extent that you have previously provided this information to us within the previous 12 months, before you use Coffs Harbour Airport you must provide us with the following information (preferably by email):

- a) names, address and contact details of your business and key personnel;
- b) details of the type, registration and MTOW of each aircraft which you intend to use;
- c) reasonable evidence that you have security, safety and operational procedures that comply with CHAPL security, safety and operational requirements as well as any applicable laws;
- d) evidence that you have in place adequate (in our reasonable opinion) emergency procedures in connection with all potential threats to passengers, cargo and our Facilities and Services;
- e) inventory of all equipment that will be used/stored airside including details such as, make, model, registration (please note that this does not include items stored within leased premises);
- f) statement (and evidence if requested) that you can meet the requirements set out in clause 3.1; and
- g) summary details of your ground handling and fueling arrangements for passengers and cargo.

4.3 From Time to Time

You must promptly notify us of any changes to the information that you are required to provide under this clause 4 and if requested by us provide us with up-to-date information of the same as per the timetable described in the request.

4.4 Additional information required from all users

This clause applies where we require information from you for the purpose of calculating charges payable by you for your use of our Facilities and Services. You must also notify us of the following information:

- a) In advance, for all your aircraft using Coffs Harbour Airport:
 - i. airline;
 - ii. aircraft type;
 - iii. MTOW;
 - iv. operating tyre pressure;
 - v. aircraft registration number;
 - vi. maximum passenger capacity; and
 - vii. confirmation of equipment required or arrangements with an organisation that has the equipment required to move/recover the aircraft in case of an emergency or other operational necessity.
- b) within 24 hours after each flight to or from Coffs Harbour Airport by your aircraft:
 - i. the aircraft registration number of the aircraft;

- ii. the flight number;
 - iii. the origin of the flight;
 - iv. the destination of the flight;
 - v. the date of the flight;
 - vi. the scheduled time of arrival at, and departure from, Coffs Harbour Airport;
 - vii. the actual time of arrival at, and departure from, Coffs Harbour Airport;
 - viii. the maximum passenger capacity of the aircraft;
 - ix. the total number of passengers on the flight (including Infants but excluding Operating Crew);
 - x. the total number of Transit Passengers on the flight (including Infants but excluding Operating Crew);
 - xi. the total number of Transfer Passengers on the flight (including Infants but excluding Operating Crew); and
 - xii. the amount of any freight carried on the flight (in tonnes).
- c) within 5 Business Days after the end of each month, passenger declarations in respect of that month in the format requested by us.

4.5 Non delivery of passenger information

If you do not provide the information required under this clause 4 within 5 Business Days after the end of a month, you agree that we may calculate the Aviation Charges for that month on the basis that the total number of passengers on each flight to or from Coffs Harbour Airport of your aircraft during that month are equal to the maximum passenger capacity of each such aircraft.

5. PARKING AND AIRCRAFT REMOVAL

5.1 Movement and removal of aircraft

If requested by us, subject to air traffic clearances and any emergencies (reasonably determined by us), you must:

- a) have the capability and resources available to move any of your parked aircraft or equipment to another position at Coffs Harbour Airport; or
- b) remove any of your parked aircraft or equipment from Coffs Harbour Airport, within any reasonable time specified by us.

5.2 Failure to comply

If you do not comply with a request under clause 5.1, then we may move or remove the applicable parked aircraft, or equipment at your cost. If we move or remove the applicable parked aircraft or equipment, we will notify you of:

- a) the date and time of the move or removal;
- b) where the applicable parked aircraft or equipment has been, or is to be, moved to;
- c) the means used, or to be used, to move the applicable parked aircraft or equipment; and

- d) any conditions that will apply to your recovery of the applicable parked aircraft or equipment.

We will make reasonable efforts to notify you before moving your parked aircraft or equipment pursuant to this clause 5. If we do not notify you before we move your parked aircraft or equipment pursuant to this clause 5, we will notify you as soon as reasonably practicable after your parked aircraft or equipment has been moved.

5.3 Liability and indemnity for removal of aircraft

You will:

- a) be liable for; and
- b) indemnify us, our officers, employees, agents and contractors against, any injury, death, cost, expense, loss or damage directly or indirectly caused or contributed to, by your failure to comply with a request under this clause 5 (including any loss or damage directly or indirectly caused by us while moving or removing your parked aircraft or equipment).

6. HAZARDOUS AND FLAMMABLE SUBSTANCES.

The information below provides a basic overview only. Please refer to the Coffs Harbour Airport Safe Storage and Handling of Hazardous and Flammable Substances – Tenant Obligations document in order to understand your full responsibilities.

You are to advise us if you are storing and/or using any hazardous and flammable substances at the Airport. You are also required to notify us of any significant changes to manifest quantities of Dangerous Goods or Hazardous Chemicals stored on site.

Dangerous and Hazardous chemicals include:

- Fuel (Class C1/C2 – combustible; Class 3 – flammable)
- Oils (Class C2 – combustible)
- Solvents (Class 3 – flammable)
- Paint (Class 3 – flammable)
- Adhesives (Class 3 – flammable)
- Herbicides (Class 6 – toxic)
- Pesticides (Class 6 – toxic)
- Radioactive substances (Class 7 – radioactive)
- Detergents (Class 8 – corrosive)

Safety Data Sheets (SDS) - A SDS for all hazardous chemicals must be on site and be readily accessible to all employees who may store or use the chemicals listed. You should regularly check the currency of the SDS.

Dangerous or Hazardous Chemical Register - A register is to be maintained of all the hazardous chemicals and dangerous goods stored within the site. The register should be readily accessible to all employees.

Storage - All hazardous chemicals and dangerous goods such as solvents, fuel, hydraulic fluid, oil and other potentially hazardous liquids (including batteries) must be stored in a secure, bunded facility as per the relevant Australian Standard.

Dangerous goods and hazardous chemicals that may react with each other need to be stored separately as per Australian Standard AS/NZS 3833:2007 (mixed storage).

Labelling - All containers holding dangerous goods or hazardous chemicals stored on site must be appropriately labelled in accordance with the relevant code.

Spills Response - All spills must be cleaned up immediately using a spill kit. All employees required to attend to spills must be appropriately trained. All spills on the airfield are to be reported immediately to the Airport Safety Officer on 0418 869 285. In an emergency contact emergency services on 000.

Further information can be found at:

- AS/NZS 1940:2017. The storage and handling of flammable and combustible liquids.
- AS/NZS 3780:2008. The storage and handling of corrosive substances.
- AS/NZS 3833:2007. The storage and handling of mixed classes of dangerous goods, in packages and intermediate bulk containers.
- AS/NZS 4332:2004. The storage and handling of gases in cylinders.
- Airports (Environment Protection) Regulations 1997
- Work Health and Safety Regulation 2011
- Work Health and Safety Act 2012
- Work Health and Safety Regulations 2012

7. COFFS HARBOUR AIRPORT SECURITY

7.1 Airport Security and Emergency Provisions

CHAPL is responsible for the Airport security arrangements and emergency response activities under any applicable laws. You agree to follow all reasonable directions given by us in this regard.

7.2 Airport Transport Security Program

You and your employees, agents and contractors must comply with Coffs Harbour Airport security requirements. These requirements set out the measures and procedures employed to protect and safeguard against unlawful interference to people, aircraft, airport infrastructure, cargo, stores and equipment at Coffs Harbour Airport. The relevant details of our Airport Transport Security Program will be made available on request.

7.3 Aviation Security Identification Card (ASIC)

Neither you nor your employees, agents and contractors will be permitted to access or use airside and security restricted areas of Coffs Harbour Airport unless such person holds a current valid ASIC for the use at Coffs Harbour Airport, or has a valid VIC pass and is under the appropriate escort of an ASIC holder and has an operational need to do so.

7.4 Issuing of ASIC

CHAPL is no longer an issuing body. Please refer to relevant federal government regulations related to issuing of ASICs.

7.5 Displaying and producing your ASIC

You and your employees, agents and contractors must display a current ASIC or appropriate VIC pass for Coffs Harbour Airport above the waist in a visible location on the person at all times while at Coffs Harbour Airport in accordance with the relevant security regulations and must produce it for inspection by us or by any other lawful authority at any time.

7.6 ASIC application security checks

Please refer to section 7.4.

7.7 ASIC application fees

Please refer to section 7.4.

7.8 Screening Authority for Coffs Harbour Airport

CHAPL by its subcontractor is the designated screening authority for screening at Coffs Harbour Airport. You agree to follow all reasonable directions given by us in this regard.

7.9 Coffs Harbour Airport Committees/Meetings

We recommend that you or your representative attend the following committees/meetings:

- a) the Coffs Harbour Airport Security Committee, which meets every three months;
- b) the Coffs Harbour Airport Safety Meeting, which meets every three months; and
- c) the Coffs Harbour Airport Emergency Committee, which meets at least every six months.

Please note each organisation needs to nominate one (1) representative only. Each organisation needs to notify the airport if there are changes to the representative prior to the meeting.

Approval to attend committee meetings will be at the sole discretion of Coffs Harbour Airport.

7.10 Coffs Harbour Airport exercises and training

We conduct regular exercises and training at Coffs Harbour Airport on a variety of airport-related activities and procedures (including security and emergency procedures). We will give you reasonable prior notice of when these exercises and training will be conducted. We strongly recommend that you participate in the exercises or training, you must, and you must procure that your employees, agents or contractors, (as applicable) participate in the exercises or training.

7.11 Building or construction works

A letter of consent is required, before you may undertake any construction or modifications to buildings or other structures on the Airport. You must first have approval from CHAPL and may require the appropriate clearances from authorities such as the Department of Home Affairs, CASA and Airservices Australia. Where reasonably necessary, CHAPL may ask that you have security personnel supervising any building or construction work areas at all times.

In addition, we, or any lawful authority may supervise your building or construction works.

CHAPL may invoice you for the reasonable costs and expenses (on a full recovery basis) if CHAPL require security personnel to supervise the building or construction works. In performing any building works on the Airport, you must also comply with the relevant building regulations. If there is a failure in security or a breach of CHAPL security requirements CHAPL may take any reasonable action necessary to re-secure the area at your expense until such time as the area is re-secured.

You must also comply with all applicable laws when undertaking building or construction works at Coffs Harbour Airport.

For the avoidance of doubt the letter of consent referred to in this clause may include any restrictions, conditions or otherwise that we may consider reasonable and which you shall comply with.

8. INSURANCE

8.1 Insurance coverage

You must, in connection with your use of Coffs Harbour Airport, maintain:

- a) public liability insurance for at least \$20 million or such higher level of insurance cover that a prudent operator would ordinarily take out; and
- b) any other insurances which are required by law in connection with your use of an aircraft and/or Coffs Harbour Airport that a prudent operator would ordinarily take out in your name and any such insurance policy must note our interest in respect of your use of Coffs Harbour Airport.

8.2 Additional obligations

You must:

- a) before you use Coffs Harbour Airport (if you have not previously provided evidence that you have complied with clause 8.1), and before the beginning of each period of insurance and whenever we ask you for it (acting reasonably), provide us with copies of all the insurance policies that you are required to maintain under clause 8.1; and
- b) notify us as soon as practicable if an insurance policy required by clause 8.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with your use of Coffs Harbour Airport.

8.3 Claims on insurances

You must not enforce, conduct, settle or compromise any claim under any insurance policy required by these standard conditions (notwithstanding that any such insurance policy may also cover other property), if the claim relates to your use of Coffs Harbour Airport without our prior written consent (such consent not to be unreasonably withheld).

8.4 Acts affecting insurances

- a) Subject to clause 8.4(b), you must not do anything which may:
 - i. adversely affect your or our rights under any insurance policy; or
 - ii. increase an insurance premium payable in connection with your use of Coffs Harbour

Airport.

- b) You may bring about an increase in an insurance premium payable in connection with your use of Coffs Harbour Airport, provided that you:
 - i. first obtain our consent (which shall not be unreasonably withheld) to the increase;
 - ii. do not otherwise do anything which may adversely affect your or our rights under the applicable insurance policy; and
 - iii. pay all insurance premiums payable under any such insurance policy (including any increase in the insurance premium payable under the insurance policy).

9. INTERRUPTIONS TO AIRPORT SERVICES

9.1 Unplanned interruptions and shutdowns

We may close Coffs Harbour Airport or any part of it or interrupt or shutdown a Facility or Service at any time if required by law or if we believe it necessary to deal with an emergency, an airport security, safety incident, natural disaster, or such other reason. We will use reasonable endeavours to:

- a) give you prior notice of any such closure, interruption or shutdown; and
- b) minimise the effect of any such closure, interruption or shutdown on you.

9.2 Planned interruptions and shutdowns

We may close Coffs Harbour Airport or any part of it or interrupt or shutdown a Facility or Service at any time if we believe it necessary for the repair or maintenance of our facilities or due to building or construction works that are to occur at Coffs Harbour Airport. In respect of any such closure, interruption or shutdown, we will use reasonable endeavours to:

- a) consult, and negotiate in good faith a plan for the closure, interruption or shutdown, with all users;
- b) if such a plan is agreed with all users, comply with any such agreed plan;
- c) give you reasonable prior notice of any such a closure, interruption or shutdown; and
- d) minimise the effect of any such closure, interruption or shutdown on you.

9.3 Liability for planned or unplanned interruptions and shutdowns

We are not liable for any cost, expense, loss or damage directly or indirectly caused by the planned or unplanned closure of Coffs Harbour Airport or any part of it or the planned or unplanned interruption or shutdown of a Facility or Service.

10. GOVERNMENT MANDATED COSTS AND GOVERNMENT MANDATED CHARGES

10.1 What are government mandated services?

Government Mandated Services are those services that are provided to you and which are mandated by the Commonwealth Government, the Department, the Minister or any other applicable authority (under legislation, direction or otherwise).

10.2 The provision of government mandated services

If the Government Mandated Services are provided at Coffs Harbour Airport by a person other than us, you must, if required by the provider of those Government Mandated Services at the Coffs Harbour Airport, enter into an agreement with the provider of those Government Mandated Services on any terms and conditions reasonably required by the provider of those Government Mandated Services.

10.3 Government Mandated Charges

If there are Government Mandated Costs payable by us or we are otherwise permitted to pass on the costs of the provision of Government Mandated Services to airport users pursuant to any applicable law, regulation or direction, you will be liable to pay the Government Mandated Charges. The Government Mandated Charges will be determined by us in accordance with the directions of the Commonwealth Government, the Department, the Minister and any other applicable authority and may change if the Commonwealth Government, the Department, the Minister and any other applicable authority changes:

- a) the Government Mandated Services that we must provide at Coffs Harbour Airport;
- b) the amount of Government Mandated Costs payable by us; and
- c) the basis upon which Government Mandated Costs are payable by us.

11. PAYMENT OF AVIATION CHARGES AND GOVERNMENT MANDATED CHARGES

11.1 Aviation Charges and Government Mandated Charges

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

You must pay us the Aviation Charges applicable to the Facilities and Services that you have used.

The amount of charges that you must pay is set out in and/or calculated in accordance with these Conditions.

11.2 Timing for payment

Aviation Charges and our Government Mandated Charges are required to be paid within 30 days from the date of the monthly tax invoice sent to you by us in respect of those Aviation Charges and Government Mandated Charges by:

- a) direct deposit to Our Bank Account;
- b) posting a cheque to our postal address; or
- c) paying by cheque at our office,

unless we have agreed in writing other payment arrangements with you.

Aviation Charges and our Government Mandated Charges are paid in Australian Dollars.

11.3 Late payment of Aviation Charges and Government Mandated Charges

If you do not pay the Aviation Charges and Government Mandated Charges set out in a monthly

tax invoice sent to you by us when due, we may charge you, in addition to the Aviation Charges and Government Mandated Charges:

- a) interest on the daily balances of any unpaid amounts from the due date for payment calculated at the Interest Rate; and
- b) if you do not pay the unpaid amounts and any accrued interest on the unpaid amounts within 30 days of the due date for payment of the unpaid amounts, additional interest on the daily balances of any unpaid amounts any accrued and unpaid interest on those unpaid amounts at a rate that reflects a genuine pre-estimate of our loss as determined by us.

11.4 Right to detain aircraft

If you do not pay the Aviation Charges and the Government Mandated Charges when due, we may detain your aircraft and hold them until all such unpaid amounts are paid.

11.5 Security deposit

We may, by notice to you, require you to give us a security deposit payable on demand for our estimate of the Aviation Charges and the Government Mandated Charges that you will pay from an institution and on terms that are satisfactory to us. If you do not give us the security deposit as requested under this clause, we may prohibit your use of Coffs Harbour Airport. We may, by notice to you, require you to increase the amount to be secured by the deposit.

11.6 Audit

You agree to keep proper business records of all relevant information for the purpose of your compliance with these Conditions. We may reasonably request that you provide us with access to such information for inspection, or audit by a professional advisor or CHAPL.

12. INDEMNITY AND RELEASE

12.1 Indemnity

You shall indemnify CHAPL, our employees, agents, contractors, directors and officers, and are liable for and must indemnify (jointly and severally if applicable) against liability or Loss arising from, and cost incurred in connection with:

- a) a breach of these Conditions by you;
- b) damage, loss (to person or property), injury or death caused or contributed to by any act or omission by you or your employees, agents and contractors;
- c) any contamination of any description into or from any area at Coffs Harbour Airport that you use;
- d) your use of Coffs Harbour Airport; and
- e) any act or omission (including negligence, unlawful conduct or willful misconduct) of you or your employees, agents or contractors,

other than to the extent that such liability, loss or cost is directly caused by our negligence or the negligence of our employees or agents.

12.2 Release

You release us from, and agree that we are not liable for, any liability or loss arising from, and

cost incurred in connection with:

- a) any damage, loss (to person or property), injury or death of any person; and
- b) anything we are permitted or required to do under these Conditions,

unless and only to the extent that it was directly caused by our negligence or the negligence of our employees, or agents.

To the extent permitted by law neither we, our employees, agents, contractors, directors or officers shall have any liability to you howsoever caused in respect of indirect loss, consequential loss, loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss of business, increased costs and expenses, wasted expenditure cause (or to the extent caused) by any act, omission, neglect or default of ours or CHAPL personnel even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the loss.

12.3 Survival of indemnities

Each indemnity in these Conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of these Conditions for whatever reason.

12.4 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.

13. GOODS AND SERVICES TAX

13.1 Definitions

Words used in this clause that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

13.2 GST

Unless expressly included the consideration for any supply under or in connection with this agreement does not include GST.

To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.

13.3 Tax invoices

The supplier must issue a Tax Invoice to the recipient of a supply to which this clause applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.

13.4 Reimbursements

If either party is entitled under this agreement to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

14. PRIVACY AND DATA PROTECTION

Our privacy policy which can be found at www.coffsharbourairport.com.au will apply to personal information we collect, use and disclose about individuals.

15. CONFIDENTIAL INFORMATION

15.1 Acknowledgement

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

15.2 Obligation of confidentiality

- a) you must keep, and ensure that your employees, agents, contractors and advisers keep, the Confidential Information confidential; and
- b) you must not and you must procure that your employees, agents, contractors and advisers do not, without our prior written consent, copy, duplicate or otherwise reproduce any

documents containing Confidential Information, except as is necessary to fulfil your obligations under these standard conditions.

15.3 Permitted disclosure

You may disclose Confidential Information:

- a) to your employees, agents and contractors in the course of their employment on a need-to-know basis;
- b) to your advisers on a need-to-know basis;
- c) to the extent that the Confidential Information is lawfully in your possession through sources other than us;
- d) to the extent that such disclosure is required by law or a stock exchange;
- e) to the extent that such disclosure is required in connection with legal proceedings relating to these standard conditions; or
- f) to the extent that the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person you.

15.4 Notification of breach

If you breach the confidentiality obligations contained in these Conditions, you must immediately notify us in writing.

15.5 Damages and other remedies

You acknowledge that a breach of this clause may cause us irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, we may seek and obtain injunctive relief in respect of such a breach or threatened breach.

15.6 Survival after expiry and termination

The obligations under this clause 15 survive expiry and termination of these Conditions.

You acknowledge and agree that we may use the information that you provide to us for our business purposes including without limitation keeping third parties informed of the status of operations, aviation and business at Coffs Harbour Airport; for the purpose of delivery of the Facilities or Services; and/or for adhering to regulatory and or governmental agency in connection with the Coffs Harbour Airport master plan or as otherwise required under any agreement between us and the State of New South Wales.

16. DISPUTE RESOLUTION

16.1 Procedure

If there is an Issue that remains unresolved for a period of 20 Business Days, before either party may commence legal proceedings, the Issue must be referred to the Management Committee and the parties must otherwise comply with this clause.

16.2 Management Committee to meet

The Management Committee must meet at our offices (or such other place as the parties may agree) within 10 Business Days of the Issue being referred to it under clause 16.1 (or such longer period as the parties may agree) to discuss the Issue in good faith with a view to resolving the Issue by agreement between the parties.

16.3 Failure to agree

If the Issue remains unresolved for 20 Business Days after the Management Committee first met or should have met (or such longer period as the parties may agree), either party may refer the Issue to the Chief Executive Officers of the parties.

16.4 Referral to Executive Officers

If the Issue has been referred to the Executive Officers of the parties in accordance with clause 16.3, the Executive Officers of the parties must, within 10 Business Days of that referral, meet at our offices (or such other place as the parties may agree) and discuss the issue in good faith with a view to resolving the Issue.

16.5 Mediation

If an Issue remains unresolved within 60 Business Days after the Executive Officers of the parties have met or should have met in accordance with clause 16.4, the issue will be referred to mediation under the then current rules for mediation used by the Australian Commercial Disputes Centre in NSW. Unless otherwise agreed by the parties, the mediation will take place in Coffs Harbour. Each party will bear their own legal and other costs and expenses in connection with the mediation.

16.6 Legal proceedings

Nothing in this clause 16 prevents either party from commencing legal proceedings for urgent interlocutory relief.

16.7 Airport user disputes

If you have a dispute with another airport user then we encourage both of you, acting in good faith, to resolve the issues amongst yourselves.

17. NOTICES

17.1 Form of notice

Unless expressly stated otherwise in these standard conditions, all notices, certificates, consents, approvals, waivers and other communications in connection with these standard conditions must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified in your invoice or as you have notified to us, if we have not been notified, then we will mark it to the attention of the last notification.

17.2 Delivery of notices

Unless expressly stated otherwise in these Conditions, notices to us must be:

- a) left at the address;
- b) sent by prepaid ordinary post (airmail if appropriate) to the address; or
- c) emailed to the email address,

set out on the page headed 'Details' at the beginning of these standard conditions (unless we have notified you of a different office address, postal address, or email address, in which case as last notified to you), and otherwise given in any other way permitted by law.

17.3 When effective

A notice will take effect from the time it is received unless a later time is specified in the notice.

17.4 Receipt – post

If a notice is sent by post, that notice is taken to be received five days after posting (or ten days after posting if sent to or from a place outside Australia).

17.5 Receipt – general

Despite clauses 17.3 and 17.4, if a notice is received after 5.00pm in the place of receipt or on a day which is not a Business Day, they are to be taken to be received at 9.00am on the next Business Day.

18. GENERAL

Each condition of these Conditions shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.

19. DEFINITIONS AND INTERPRETATION

19.1 Definitions

In these standard conditions, the following words have the meanings below:

Airport Transport Security Program means the security program and measures in place from time to time for Coffs Harbour Airport, which includes any security requirements imposed on us or Coffs Harbour Airport by the Department under the Aviation Transport Security Act 2004 (Cth) and the Aviation Transport Security Regulations 2005 (Cth) or any other lawful authority.

Allocation Rules (if any) means the rules that govern the allocation of Coffs Harbour Airport resources such as aircraft bays, baggage carousels, baggage handling systems, check-in desks, and boarding gates as detailed in the Coffs Harbour Airport Terminal Operations Manual.

ASIC means an aviation security identity card.

Aviation Charges means the charges payable by you which are determined from time to time under these Conditions that relate to the provision of Facilities and Services by us and as are set out in Schedule 3.

Business Day means a day which is not a Saturday, Sunday or public holiday in Coffs Harbour, New South Wales.

Common User Conditions means the conditions for use of the terminal facilities at the Coffs Harbour Airport set out in Schedule 2.

Commonwealth Government means the Government of the Commonwealth of Australia.

Confidential Information means all Information relating to or developed in connection with the business or the business of our related entities disclosed or otherwise provided to you or otherwise obtained by you which:

- a) is not generally available to the public; or
- b) 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 by you.

Dangerous Goods or Hazardous Chemicals means without limitation those items listed in clause 6.

Department means the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications or any other Commonwealth department that has responsibility for the regulation of airports in Australia from time to time.

Facilities means those facilities as set out in Schedule 1.

Government Mandated Charges means those charges levied by us and payable by you to recover the Government Mandated Costs.

Government Mandated Costs means the costs incurred by us for providing to you the Government Mandated Services which we are permitted to be passed through to airport users pursuant to a direction by the Minister.

Government Mandated Services means the services described in clause 10.1.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

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

GST Law means has the same meaning as in the GST Act.

Infant means a person of the age of 2 years or less who does not occupy his or her own seat on the aircraft.

Information means all information regardless of its Material Form, relating to or developed in connection with any systems, technology, ideas, concepts, know how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information owned or used by or licensed to us or our related entities.

Interest Rate means the interest rate which is two percent (2%) per annum above the highest overdraft rate charged by Coffs Harbour Airport's principal bankers from time to time on unsecured overdrafts of one hundred thousand dollars (\$100,000.00) or such other sum as we determine is appropriate in our discretion.

Issue means a dispute or disagreement between you and us in connection with or under these standard conditions.

Land means the Airport Lease Area.

Management Committee means the committee established by you and us comprising two of your senior executives and two of ours, and such other persons as we may agree.

Material Form in relation to Information, includes any form (whether visible or not) of storage from which the Information can be reproduced and any form in which the Information is embodied or encoded.

Minister means a Minister of the Department.

MTOW means the maximum take-off weight certified for each aircraft operated by you at Coffs Harbour Airport.

Operating Crew means airline employees operating as flight or cabin crew on any aircraft arriving at or departing from Coffs Harbour Airport.

Operations Manual means the manual setting out the rules and procedures for the operation of aircraft at Coffs Harbour Airport, the current version of which we will provide to you upon your request.

Our Bank Account means the bank account held by us at our principal bankers and notified to you from time to time.

Services means those services as set out in Schedule 1 but excludes those services set out in clause 1.4.

State Government means the Government of the State of New South Wales.

Coffs Harbour Airport means the airport known as Coffs Harbour Airport and includes:

- a) the Land; and
- b) any other land owned, developed, controlled or used in conjunction with the Land that we manage and operate as:
 - i. an airport; or
 - ii. a parking area; or
 - iii. a commercial or recreational undertaking associated with an airport or a parking area; and
 - iv. the improvements on the Land and the other land including all plant and equipment, fixtures, fittings, furniture and furnishings (other than the property that belongs to others).

Tax Invoice means includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

Transfer Passenger means a passenger whose origin and destination is an airport, other than Coffs Harbour Airport, serviced by a flight with a different flight number or flight code number.

Transit Passenger means a passenger whose origin and destination is an airport, other than

Coffs Harbour Airport, serviced by a flight with the same flight number or flight code number.

19.2 Interpretation

Unless expressed to the contrary:

- a) words importing:
 - i. the singular includes the plural and vice versa;
 - ii. any gender includes the other gender; and
- b) a reference to:
 - i. a person includes a firm, partnership, joint venture, unincorporated association, corporation or other body corporate and a government or statutory body or authority;
 - ii. a person includes its legal personal representatives, successors and assigns;
 - iii. a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - iv. a right includes a benefit, remedy, discretion, authority or power;
 - v. an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - vi. provisions or terms of these standard conditions or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
 - vii. "\$" or "dollars" is a reference to the lawful currency of Australia;
 - viii. this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
 - ix. references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, these standard conditions;
 - x. writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmission;
 - xi. anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - xii. these standard conditions is a reference to these standard conditions including all clauses, parties, annexures, exhibits and schedules to these standard conditions and as they are amended, varied or replaced from time to time.

19.3 Headings

Headings do not affect the interpretation of these standard conditions.

19.4 Inclusive expressions

Specifying anything in these standard conditions after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

SCHEDULE 1 – AVIATION SERVICES

Facilities means any of the following:

- a) airside grounds, airside roadways including apron roadways, runways, taxiways and aprons;
- b) airfield lighting including apron floodlighting;
- c) airside safety, security services and facilities;
- d) aircraft parking;
- e) visual navigation aids;
- f) aircraft refueling infrastructure to parts of the apron;
- g) utilities and other services to support airfield operations;
- h) environmental hazard control;
- i) access roads and facilities in landside areas (including lighting and covered walkways); and
- j) Government Mandated Security Services.

Services means any of the following:

- a) check-in counters;
- b) departure, holding and airline lounges (but excluding commercially important persons lounges);
- c) security systems and services (including closed circuit surveillance systems);
- d) baggage make-up, handling and reclaim (including baggage handling system);
- e) public areas in the terminal including amenities;
- f) seating and queueing areas;
- g) waste disposal services including quarantine waste disposal (if any)
- h) covered airside walkways;
- i) public address system;
- j) flight information display systems;
- k) utilities and other services necessary to support terminal operations; and
- l) Government Mandated Security Services.

Facilities and Services are provided to airlines for RPT flights for the purposes of aircraft landing, taxiing and taking off, processing arriving and departing passengers and the loading or unloading of freight carried on RPT flights. Facilities and Services do not include a licence, whether express or implied, for an airline to conduct commercial activities at the airport.

SCHEDULE 2 – COMMON USER CONDITIONS FOR COFFS HARBOUR AIRPORT TERMINAL

The Conditions and these Common User Conditions apply to the common user equipment and facilities at Coffs Harbour Airport.

PART A: CHECK-IN COUNTERS CONDITIONS

1. Location of check-in counters

- 1.1. In these conditions, Check-in Counters means the common user check-in counters and the departure gate counters in the departure lounge.

2. Check-in Counters Equipment

- 2.1. Each Check-in Counter is equipped with or has access to:
 - a) the Baggage Handling System;
 - b) weighing scales;
 - c) PA System; and
 - d) information technology systems.

3. Allocation of Check-in Counters

- 3.1. We will allocate the Check-in Counters to you in accordance with the Allocation Rules or as per the individual airline agreements.

4. Use of Check-in Counters

- 4.1. We will provide the FIDS. You are responsible for updating the data display in the FIDS in a timely manner, including details of any changes to schedule operations, as well as actual arrival and departure times, allocation of inbound baggage carousels. You must comply with our reasonable directions as to its use.
- 4.2. You must leave each Check-in Counter and the area surrounding it in a clean and tidy condition, free of dust. If required by us, you must remove your own equipment or stationery at the end of a period of use. Rubbish (including bag tags, used bag tags and the bag tag backing paper) must be put into the bins provided and must not be dropped or left on conveyor belts. If you do not comply with these requirements to our reasonable satisfaction, we will clean the Check-in Counter and surrounding area at your cost.
- 4.3. You must take all reasonable precautions when using each Check-in Counter to prevent unauthorised entry into the Check-in Counter area and the Baggage Handling System.
- 4.4. When leaving a Check-in Counter, whether temporarily or at the end of your use, you must leave each Check-in Counter in a secure condition. The Baggage Handling System (including injector belts) should never be left on or running when unattended. The last employee or agent at the Check-in Counter must ensure that the Baggage Handling System is switched off with keys removed, the baggage shutters are down and that all Check-in Counters and associated monitors are logged off.
- 4.5. We will provide you with information on the types and dimensions of baggage that are able to be processed through the outbound baggage system normally. Items that do not meet the baggage handling processing criteria will need to be facilitated through the out of gauge baggage facility

5. Check-in Counter Charges for the Coffs Harbour Airport Terminal

- 5.1. Charges apply, unless we otherwise agree in writing, for the use of Check-in Counters at Coffs Harbour Airport. If you apply to use the Check-in Counters, we will provide you with details of these charges.
- 5.2. We will use reasonable endeavours to provide you with additional co-located Check-in Counters consistent with the growth of your traffic and your service level requirements.
- 5.3. If there is any:
 - a) damage to the Check-in Counters;
 - b) breakdown in our equipment or the Baggage Handling System; or
 - c) breakdown or non-supply of Check-in Counter Equipment,we will use our best endeavours to provide substitute Check-in Counters for your use.

6. Ownership of Check-in Counter Equipment

- 6.1. The Check-in 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.
- 6.2. You must not part with possession or control of our equipment unless we ask you to in writing.

PART B: BAGGAGE HANDLING SYSTEM CONDITIONS

1. Baggage Handling System Equipment

- 1.1. We provide the Baggage Handling System for Coffs Harbour Airport.

2. Use of the Baggage Handling System

- 2.1. We will allocate the Baggage Handling System in accordance with our Allocation Rules and Conditions. We will use our best endeavours to allocate your requested preferred conveyor and Baggage Make-up Area having regard to your flight schedules and to historical load factor information available to us.
- 2.2. You must not do anything which may adversely affect the efficiency of the Baggage Handling System.
- 2.3. If you do not comply with our Baggage Handling System rules and the Baggage Handling System is damaged, you must pay or reimburse us for the cost of repairs to the Baggage Handling System.
- 2.4. You recognise that parts of the Baggage Handling System represent an airside/landside boundary as outlined in Coffs Harbour Airport's Security procedures. You are responsible for maintaining the integrity of this boundary when belts are servicing your operations including luggage left on arrivals belts.
- 2.5. In order to maintain the integrity of the airport's aviation security screening processes, fallback procedures may be implemented in the case of checked bag screening equipment malfunction. During these times manual handling contingencies may be implemented. You may be required to assist manual handling of baggage through these procedures.

PART C: DEPARTURE GATE COUNTERS CONDITIONS

1. Allocation of Departure/Arrival Equipment

- 1.1. We will allocate the use of the Departure/Arrival Equipment to you in accordance with our Allocation Rules and Conditions (if any). The allocation of the specific locations will be at our discretion to achieve efficient operation of Coffs Harbour Airport.

2. Use of the Departure/Arrival Equipment

- 2.1. You must take proper care of the Departure/Arrival Equipment and follow our reasonable directions for its use.
- 2.2. 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. You must accept responsibility for the training of your staff in the use of Departure/arrival Equipment.
- 2.3. Except to the extent that there is a malfunction in the Departure/Arrival Equipment caused by our negligence, you indemnify us for any damage to the Departure/Arrival Equipment caused by your act, omission or negligence in operating the Departure/Arrival Equipment or in conducting your activities at Coffs Harbour Airport.
- 2.4. You must leave the area surrounding the Departure/Arrival Equipment in a clean and tidy condition. If we are not satisfied with the condition of the area as you have left it, we will clean the area at your expense.

PART D: FIDS AND PA SYSTEM CONDITIONS

3. FIDS

- 3.1. We will provide the FIDS core system, which comprises the information display systems (including the central database, the distribution system and the display devices in public areas) within the terminal.

4. FIDS Information

- 4.1. You must ensure that the information displayed on FIDS is current and accurate.
- 4.2. The information on FIDS is confidential information. You must not disclose to any other airlines or persons information on FIDS (other than the information displayed in a public area) without our prior written consent.
- 4.3. The necessary data to generate your logo and other material in FIDS remains your property. 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 rights. We must not give the necessary data that generates your logo to anyone else without your written consent.

5. Provision of Additional FIDS

- 5.1. We may install additional FIDS display panels to private areas nominated by you, provided you pay all costs of installing the connection and the cost of the display devices.

6. PA System

- 6.1. We will provide a public address system throughout the terminal including microphones and localised control panels in airline lounges and microphones and control panels at the Check-in Counters and boarding gates.
- 6.2. You must comply with our directions concerning the use of the PA System.

- 6.3. You must act reasonably in the use of the PA system and you must restrict your announcements to whatever is operationally required.

PART E: GENERAL COMMON USER CONDITIONS

1. Maintenance Agreements

- 1.1. You or your handling agent agrees to have a maintenance agreement in respect of your Check-in Counter Equipment which provides for a prompt response time for repairs. You must use your best endeavours to ensure that repairs are carried out as quickly as possible.

2. Repair and Maintenance

- 2.1. You must pay us for any repairs to, and maintenance of, the Check-in Counters, Our Equipment, the Baggage Handling System or any other property due to neglect, misuse or damage by you, your employees, agents or contractors.
- 2.2. We must repair and maintain the Check-in Counters, Our Equipment and the Baggage Handling System at our own expense in circumstances other than those set out in clause 2.1 of this Part E.

3. Responsibility for Employees and Agents

- 3.1. You are responsible for the conduct of your employees and agents. You must ensure they observe these conditions and the Standard Conditions.

4. Use of Our Equipment

- 4.1. You must take proper care of Our Equipment and follow our reasonable directions for its use.
- 4.2. 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 the equipment.
- 4.3. You must give us reasonable access to inspect and to repair Our Equipment.
- 4.4. You must ensure that all of your employees and agents who use Our Equipment are adequately trained and retrained as required. If requested by us, you must provide to us the training records of all of your employees and agents who use Our Equipment.

5. Business Continuity Planning

- 5.1. You must provide us with any support or assistance that we reasonably require to put into effect any business continuity plan that we have developed for operations at Coffs Harbour Airport.

6. Termination of your right to use Check-in Counters and BHS

- 6.1. We may terminate your right to use the Check-in Counters and the Baggage Handling System immediately:
 - a) if you fail to observe these Conditions and do not remedy the breach within a reasonable timeframe dependent on the breach and/or as stated in a written notice from us to do so; or
 - b) if you cease to conduct or provide regular passenger air services at Coffs Harbour Airport.

7. Handling Agents

- 7.1. You remain accountable for compliance with these Conditions whether or not these activities are undertaken by a handling agent on your behalf.
- 7.2. The terms of any agreement that you have with a handling agent must not be inconsistent with any of these Conditions.

- 7.3. You must inform the handling agent of your obligations under these Conditions. You are accountable for compliance with performing the obligations on your behalf.
- 7.4. You must ensure your handling agent has obtained a licence to operate airside and provide airside services at Coffs Harbour Airport in accordance with these Conditions.

8. Act, Regulations and Rules

- 8.1. You agree not to do anything and to procure that your employees, agents and contractors do not do anything that puts us or may put us in breach or prevents us or may prevent us from observing our obligations under any applicable legislation or regulation and you agree to indemnify us against any claim if you do.
- 8.2. You agree that we can make rules for the day to day operation of Coffs Harbour Airport that will bind you. You and your employees, agents and contractors must comply with those rules at all times.

9. Air Navigation Regulations

- 9.1. We both acknowledge that all carriers are required to operate in accordance with the Air Navigation Regulations 1947 (Cth) and all other applicable laws and international instruments.

10. Prohibition on Conducting Unaccompanied Baggage Operations

- 10.1. You must not use any Check-in Counters or the Baggage Handling System to accept from any person, baggage or cargo for transportation and distribution baggage which is being sent as unaccompanied baggage or cargo.

PART F: MEANING OF WORDS

Baggage Break-down Area means the areas used to perform inbound baggage breakdown and delivery to the baggage reclaim carousels. Neither the Make-up Area nor the Break-down Area includes the other areas used to transport baggage to the aircraft.

Baggage Handling System means the physical baggage handling system which transports baggage from the Check-in Counters along conveyor belts to the Baggage Make-up Area but does not include the other areas used to transport baggage to the aircraft.

Baggage Make-up Area means the areas used to perform outbound baggage make-up from the Baggage Handling System onto transportation equipment and to the aircraft.

Check-in Counter Equipment means the following equipment:

- a) Physical Check-In Counter and/or Service Desks
- b) Baggage Handling System;
- c) Weighing scales;
- d) Inject Conveyors
- e) Transport Conveyor(s)
- f) FIDS;
- g) PA System; and
- h) CUTE (if any)

Departure/Arrival Equipment means boarding gates and parking bays and departure gate counters at

the Coffs Harbour Airport.

FIDS means our Flight Information Display System.

Our Equipment means any equipment (including counters) supplied by us under these conditions but does not include the terminal equipment supplied by you or any other person. Any equipment/signage provided by you within the terminal must be approved by Coffs Harbour Airport.

PA System means our public address system throughout the terminal.

SCHEDULE 3 – AVIATION CHARGES

Please refer to our Aviation Charges Schedule which can be found here on our website.