Conditions for Operating Airside Manual

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Summary

This document should be read in consultation with the Cairns Airport conditions of Use. You will be required to comply, and ensure that your employees, agents and contractors comply, with the Cairns Airport Manuals listed in Part B – General Conditions, number 10.

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CONDITIONS FOR OPERATING AIRSIDE

PART A – OPERATIONAL CONDITIONS

1. INTERPRETATION

In the conditions:

Airport means Cairns Airport, Cairns, Australia.

Apron means those areas/surrounds that we have designated as apron (and any variation to those areas as designated by us from time to time) within which you are permitted to operate services.

Conditions of Use means the Cairns Airport Conditions of Use, as amended from time to time.

Consequential Loss means any loss of revenue, time, goodwill, data, anticipated savings or opportunity, loss of production or loss of profits and any indirect, economic, special or consequential loss or damage.

Ground Handling Services includes passenger handling and check-in, baggage handling, cargo handling, mail handling, aircraft movement control, aircraft servicing (engineering and catering) and aircraft refuelling.

Ground Service Equipment means that equipment owned, leased or licensed and operated by you including container loading vehicles, belt loaders, high lift trucks, cabin cleaning vehicles, refuelling vehicles, toilet trucks, water trucks, container dollies, aircraft pushback tugs, general purpose tugs, ground power units, catering vehicles, engineering servicing vans, hand held baggage scanners and any other piece of equipment or vehicle specified by us as being ground service equipment.

We/us/our means Cairns Airport Pty Ltd ACN 132 228 221, and includes its assigns and successors in the ownership of the Airport.

You/your means the aircraft operator, airline or ground handling agent named in the details and includes its permitted assigns and successors and its employees and agents.

A reference to any legislation (including any regulation or statutory instrument made under legislation) is a reference to any consolidations, amendments, re-enactments or replacements of that legislation as may exist from time to time.

2. CONDITIONS TO OPERATE AIRSIDE

Cairns Airport (CA) grant to you, on a non-exclusive basis, the ability to operate airside at Cairns Airport for the purpose of conducting your operations.

2.1 Timing of use

You may operate airside whenever necessary to meet your expected operational demands, but you acknowledge that you will operate airside in conjunction with other users, that you must comply with our reasonable directions concerning that usage and that you will comply with these conditions.

2.2 Control of Airside

CA will retain possession of and full control over the Airside Area at all times and you acknowledge that CA may need to change the size or location as a result of any redevelopment.

2.3 Information

You must promptly notify CA of any changes to the information that you provided to CA.

3. WHEN OPERATING AIRSIDE

3.1 Following directions

You must at all times observe and conform to all directions (either oral or in writing) as well as all rules made by CA in relation to operating airside (including with respect to your movements, your use of the Apron and refuelling). You must follow CA's instructions or any instructions given by anyone appointed by CA to act on CA's behalf. C may require you to comply immediately with a safety or security direction/s.

3.2 Airport Assets (Restructuring and Disposal) Act 2008 (Qld) and other legislation

You must at all times observe and conform to:

(a) the Airport Assets (Restructuring and Disposal) Act 2008 (Qld), any regulations made thereunder or orders or directions given thereunder; and

(a) all other legislation applying to the Airport.

4. OPERATIONING AIRSIDE - GENERAL

4.1 Responsibility for employees and agents/contractors

You are responsible for the conduct of your employees, agents and contractors. You must ensure they observe these conditions.

4.2 Aviation Security Identification Card

Neither you nor your employees, agents and/or contractors will be permitted to access, or use airside and Security Restricted Areas of the Airport unless such person holds a current Aviation Security Identification Card (ASIC) for the Airport.

You and your employees, agents and contractors must display a current ASIC for the Airport above the waist in a visible location on the person at all times while at the Airport, and must produce it for inspection by us or by any other lawful authority at any time and must comply with all reasonable directions given to you by us, the Department of Infrastructure and Regional Development or by any other lawful authority.

Further information in relation to ASICs and security at the Airport is contained within the Cairns Airport Transport Security Program.

4.3 Airside driving rules

You must ensure that all required and appropriate licences, authorities, approvals, consents and registrations are maintained for:

(a) Ground Servicing Equipment (GSE);

(b) Vehicles operating airside;

(c) For ensuring that all vehicles and equipment operating airside are compliant with CA's Airside Vehicle Control Manual (AVCM) and vehicle registration requirements; and

(d) All drivers operating vehicles airside have the relevant Authority to Drive Airside (AUA).

Further information in relation to our airside driving rules and vehicle registration requirements are contained within the AVCM, as amended from time to time.

4.4 Safety standards for use of airside equipment when airside

You must comply with all applicable safety standards for the use of GSE used at the Airport. Those safety standards include manufacturers' specifications, and safety standards imposed either by CA or by any regulatory authority empowered to regulate the use of such equipment.

4.5 Training requirements

You must ensure that only appropriately trained personnel are permitted to operate the equipment used for your operations at the Airport. The type, level and frequency of operator training must be to a reasonable satisfaction, and you must provide to CA evidence of that training of personnel immediately upon request.

4.6 Drug and Alcohol

You must ensure that your employees, agents and contractors are not affected to an extent that it would be an offence by them to continue working airside under Regulation 99 of Civil Aviation Safety Regulations 1998 (Cth).

Under the Civil Aviation Safety Regulations 1998 (Cth), a DAMP supervisor (as defined in Regulation 99 of Civil Aviation Safety Regulations 1998 (Cth)) has the authority to prohibit any person entering the airside areas if they reasonably believe that the person is under the influence of alcohol or drugs. The DAMP supervisor, or a delegate of the DAMP supervisor, will, under the Cairns Airport Drug and Alcohol Management Plan, notify the person's organisation of that matter.

4.7 Dangerous or offensive conduct

You must not, and you must ensure that your employees, agents, contractors and invitees do not do anything, whilst airside, which in CA's reasonable opinion is annoying, dangerous or offensive to us or any other user.

4.8 Smoking Airside

You must ensure that your employees, agents, contractors and invitees do not smoke in a designated 'no smoking' area at the Airport.

Further information in relation to smoking airside is contained within the 'Cairns Airport Smoking Policy'.

4.9 Dangerous hazardous substances

You must not, and you must ensure that none of your employees, agents, contracts and invitees, without CA's approval, bring or leave in or permit to be brought in or left any offensive, hazardous or dangerous substance on the Apron or in the vicinity of the Apron.

4.10 Cleanliness

You must not, and you must ensure that none of your employees, agents, contracts and invitees:

(a) cause or permit any rubbish to be placed, thrown or dropped on or about the Apron; and

(b) refuel, clean, grease, oil, repair or wash any of your GSE on the Apron, without our prior approval.

You must ensure that at all times the Apron is kept clean and tidy

If you do not comply with these requirements to our reasonable satisfaction, we will have the Apron cleaned at your expense.

5. OPERATING ON APRON

5.1 Purpose of use

You must not, and you must ensure that none of your employees, agents, contracts and invitees, at any time, subject to any other agreement to the contrary, use the Apron other than for the purpose of operating services in accordance with these conditions.

5.2 No obstructions to other users

You must not, and you must ensure that none of your employees, agents, contracts and invitees, in any manner obstruct or cause interference to the movement of GSE owned, leased, licensed and operated by any other user.

5.3 Storage of unused equipment

When your GSE are not in operation, you must ensure that it is stored in the equipment storage/leased area designated by CA for that purpose.

5.4 Storage of aircraft pushback tugs

You must ensure that any of your aircraft pushback tugs not in use are parked only on the Apron in areas designated by CA for that purpose.

5.5 Cooperation between users of the Apron

You must, when operating on the Apron, co-operate with all other users of the Apron.

5.6 Efficient use of the Apron

In conducting your own operations on the Apron, you must use your best endeavours to facilitate the efficiency of operation of other users of the Apron, including by:

(a) promptly and efficiently conducting your own operations, and

(b) promptly removing your GSE from the Apron when not in operation.

5.7 Movement of Ground Service Equipment

All GSE must use the airside road to move between bays except if the GSE is too high to move under fixed link aerobridges. Unless CA notify you otherwise, direct movement between adjacent bays only, is permitted. You must and you must ensure that your employees, agents, contracts and invitees act safely when moving between adjacent bays.

5.8 Obligation to maintain

You must take proper care of your GSE operating airside and ensure that at all times it is in good condition and proper and safe working order.

5.9 Repair of Equipment

You must promptly repair (using appropriately qualified service personnel) any of your GSE that is not working properly or that has been damaged.

5.10 Failure to repair and maintain Equipment

If you do not repair any of your GSE when requested by CA to do so, CA may direct you to remove that piece of equipment from the airside and if you do not comply with CA's direction within a reasonable time CA may remove that equipment at your expense and at your risk.

5.11 IATA requirements

You must use your best endeavours to comply with recommendations for the provision of GSE specified in the International Air Transport Association (IATA) Airport Handling Manual from time to time.

6. MAINTENANCE OF THE APRON SURFACE

6.1 Your obligations to maintain Apron

You are responsible for the cost of any repairs to or cleaning of the surface of the Apron where the need for those repairs or that cleaning is caused by any act, omission, negligence or default by you or your employees, agents or contractors, including fuel or oil spills and the incorrect usage of any hydraulic feet on your GSE. You will not be responsible for the cost of any repairs to the surface of the Apron as a result fair wear and tear.

6.2 Maintenance and cleaning of Apron

CA will, at your expense, carry out the repairs to or cleaning of the surface of the Apron in referred to in clause 6.1 unless we direct you to carry out part or all of such repairs or cleaning.

7. ADEQUENCY OF STAFFING LEVELS

You must ensure that there are sufficient staff on duty to efficiently deal with anticipated operational demands without undue disruption to operations of the Airport or the use of the Airport by others.

8. TERMINATION OF THE RIGHTS TO OPERATE AIRSIDE

8.1 We may terminate your rights to operate airside

We may terminate your right to operate airside at the Airport immediately by giving you written notice if you omit or fail to observe these conditions and, if the failure can be remedied, you do not remedy the breach within seven (7) days of receiving a written notice from us to do so.

8.2 Your obligations if your right to use the Apron ceases

Once your right to operate airside at the Airport is terminated or otherwise comes to an end, you must immediately remove all your GSE from airside. If you do not immediately remove your equipment from airside, CA will remove it at your risk and at your expense.

9. ACT, REGULATIONS AND RULES

9.1 Our obligations under the Airport Assets (Restructuring and Disposal) Act 2008 (Qld)

You agree not to do anything and to ensure that your employees, agents and contractors do not do anything that puts CA or may put CA in breach or prevents CA or may prevent CA from observing our obligations under any applicable legislation or regulation (including the Airport Assets (Restructuring and Disposal) Act 2008 (Qld) and any regulations made thereunder) and CA is indemnified against any claim if you do.

You must ensure that your employees, agents, contractors and invitees do nothing to prevent CA from observing CA's obligations under these Acts and any subordinate legislation made under those Acts.

9.2 Our rules

You agree that CA can make rules for the day to day operation of the Apron and the Airport that will bind you. You and your employees, agents and contractors must comply with those rules at all times.

PART B – GENERAL CONDITIONS

10. COMPLIANCE

This document should be read in consultation with the Cairns Airport conditions of Use. You will be required to comply, and ensure that your employees, agents and contractors comply, with the Cairns Airport:

(a) Aerodrome Emergency Plan,

(b) Airport Operations Manual,

(c) Airside Vehicle Control Manual,

(d) Safety Management System,

(e) Terminal Operations Manual, and

(f) Transport Security Program.

11. LIABILITY AND INDEMNITIES

11.1 Indemnify

Except to the extent of directly caused by CA's negligent acts or omissions, and without limiting any other right or remedy CA may have, you indemnify us against:

(a) any liability to or claim by a third party against CA; and

(b) all costs, expenses, penalties, losses, liabilities and damages suffered or incurred by CA or any of CA's employees, agents or contractors;

arising from, as a consequence of, or in connection with your operations at the Airport or any wilful or negligent act or omission or breach of these conditions or the Conditions of Use by you or your employees, agents and contractors.

11.2 Continuing obligation

Clause 11.1 is a continuing obligation, separate and independent from the other obligations of the parties.

11.3 Release

To the extent permitted by law, CA are not liable to you or any other person, whether under the law of contract, in tort (including in negligence), for breach of statutory duty or otherwise:

(a) for any Consequential Loss; and

(b) for any injury, loss, damage, cost or expense relating to,

arising from, as a consequence of, or in connection with your operations at the Airport or these conditions or the Conditions of Use except to the extent that any such injury, loss, damage, cost or expense arises from CA's wilful or negligent act or omission or breach of these conditions.

11.4 Insurance

You must take out and maintain all public liability and property damage insurance and any other insurance required, and if applicable note CA's interest. That insurance must be for an amount outlined within the Conditions of Use. You must produce evidence of the insurance and payment of premiums at CA's request

12. CHANGING THESE CONDITIONS

We may, at any time, amend these conditions will be in consultation with the Airside Safety Committee.