



Hobart International Airport Conditions of Use

Details

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| Background | A | Hobart International Airport Pty Ltd holds a leasehold interest in, and operates, the Hobart International Airport (Airport), IATA designation HBA, ICAO designation YMHB, located in Cambridge TAS. |
| | B | We agree to allow you to use the Services and the Airport in accordance with these terms and conditions. |
| | C | In consideration for use of the Services and the Airport, you agree to abide by these terms and conditions pay any associated Charges. |

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| Parties | | |
| “HIAPL”, “we” “us” or “our” | Name | Hobart International Airport Pty Ltd |
| | ABN | 27 080 919 777 |
| | Address | 6 Hinkler Road, Cambridge Tasmania 7170 |
| | Telephone | 03 6216 1600 |
| | Email | info@hobartairport.com.au |
| | Attention | Executive General Manager Operations |

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| “You” or “your” | For RPT, Charter and Freighter aircraft | The holder of the Air Operator’s Certificate at the time that the Services and the Airport are used and includes any employees, agents, contractors, executors, administrators, successors or assigns of that holder. |
| | For all other aircraft | The person who is identified as “Owner” in the Notification of Aircraft Form or, if no one is so specified, the holder of the Certificate of Registration at the time that the Services and the Airport are used, and includes any employees, agents, contractors, executors, administrators, successors or assigns of the relevant person. |

1. **These conditions**

- (a) These conditions apply to the use of the Services and the Airport.
- (b) These are the conditions under which you may use the Services and the Airport. By using the Services and the Airport you agree to comply with these conditions.
- (c) These conditions take effect from the date of these conditions.
- (d) To the extent permitted by law, HIAPL may change these conditions at any time.
- (e) You are responsible for reviewing our website from time-to-time to ensure you are aware of the current version of these conditions.
- (f) Without limiting or otherwise affecting the previous paragraph, HIAPL will use reasonable endeavours to notify you of any changes to these conditions.

2. **Information you must provide before using our Services and the Airport**

Before using our Services and the Airport you must provide us with:

- (a) your name, address and the contact details for your key personnel, and if conducting RPT or Charter operations a telephone number that will be answered anytime (on a '24/365' basis) in the case of emergencies or urgent operational matters;
- (b) If conducting RPT or Charter operations, evidence that you have safety and security management systems (including emergency and incident response management systems) that comply with:
 - (i) all relevant *Regulatory Requirements*, including the *Aviation Transport Security Act 2004*, *Aviation Transport Security Regulations 2005*, *Work Health and Safety Act 2012* and *Work Health and Safety Regulations 2012*; and
 - (ii) HIAPL Safety and Operating Proceduresincluding providing a certificate that confirms that your management systems comply with these requirements;
- (c) copies of the insurance policies you are required to hold under these conditions;
- (d) your arrangements for:
 - (i) ground handling, including those for operating crew, passengers and cargo

- (ii) the movement of a disabled aircraft to a location nominated by us and the subsequent removal from the airport within a reasonable time period;
- (e) details of each aircraft you intend to use at the Airport, including type, owner, operator registration, MTOW, dates of operation and any other detail requested by us;
- (f) a completed Notification of Aircraft Form for all aircraft operations other than RPT and Charter which are likely to use the Services and the Airport; and
- (g) the method of payment to facilitate payment of Charges payable under clause 3, being one of
 - (i) direct deposit into our bank account;
 - (ii) a cheque made payable to Hobert International Airport Pty Ltd;
 - (iii) EFTPOS; or
 - (iv) credit card.

3. **Charges**

- (a) In consideration for using the Services and the Airport you must pay us the amounts calculated in accordance with the charges gazetted from time to time under the *Aerodrome Fees Act 2002* (Tas) (the **Charges**).
- (b) Charges:
 - (i) accrue daily; and
 - (ii) must be paid in Australian dollars.
- (c) Unless you have a credit account with us, you agree to pay us the Charges before your aircraft leaves the Airport.
- (d) If you have a credit account with us:
 - (i) we will invoice you for the Charges; and
 - (ii) you must pay the Charges in accordance with the terms of each invoice.
- (e) If you do not pay the Charges in accordance with this section 3:
 - (i) you must pay interest on the unpaid amount from the day that amount becomes payable until that amount is paid (in full) at the rate of 7% per annum, calculated daily; and
 - (ii) we may use reasonable means to detain any of your aircraft until you have paid all Charges in accordance with this section 3 provided that:

- A. we have first notified you that the Charges are unpaid; and
 - B. 14 days have passed since we provided you that notice.
- (f) You are responsible for reviewing our website from time-to-time to ensure you are aware of the current Charges.

4. Information you must provide in relation to Charges

- (a) If you use the Services or the Airport, you must:
 - (i) use best endeavours to provide before the end of each day during which you use the Services:
 - A. For RPT and Charter flights using the terminal the number of Embarking Passengers on your aircraft at the Airport that day;
 - B. For RPT and Charter flights using the terminal the number of Disembarking Passengers on your aircraft at the Airport that day;
 - C. For all other flights the MTOW; and
 - D. the type and registration of each aircraft you used that day;
 - (ii) within 7 days of each month during which you use the Services:
 - A. if you have not provided the information required by section 4(a)(i), that information; and
 - B. if you have provided the information required by section 4(a)(i), either:
 - 1) a notice clearly setting out any required corrections to that information together with a detailed explanation of why the original information was incorrect; or
 - 2) a notice confirming the previous information is correct;
- (b) If you do not provide the information required by this section 4, we may calculate the Charges payable by you on the basis that
 - (i) For RPT and Charter aircraft enplaning and disembarking passengers through the passenger terminal, that all seats on the aircraft you operated at the Airport were occupied by a passenger;

- (ii) For all other aircraft, that the MTOW of the aircraft you operated at the Airport was the highest MTOW operated in the prior 12 months or the MTOW as listed on the CASA register.
- (c) Upon request, you must provide us with a certified statement by your then regularly engaged independent auditor (who must be a member of, or affiliated with, an internationally recognised independent accounting firm) verifying the information you provided to us under this section 4 for the preceding financial year.
- (d) We may verify the information you provide under this section 4 by any means we wish. You must do all things reasonably necessary to assist us to identify the reason for any differences between the information provided by you and the information verified by us. Any adjustments to the information we consider necessary to reflect the outcomes of our verification will be finding and binding and may be used by us to calculate the Charges.
- (e) Without limiting section 4(d), you acknowledge that we may rely on the information you provide us under this section 4 to determine the Charges payable by you.
- (f) You must provide the information required under this section 4 in the format requested by us.
- (g) We will use reasonable endeavours to maintain the confidentiality of your information but may use it:
 - (i) for the purpose of Airport capacity planning and forecasting, including disclosing the information to our advisors for that purpose; and
 - (ii) for aggregation into data which we disclose into the public domain.
- (h) If you dispute any charge you must notify us in writing within fourteen (14) days or the latter of aircraft departure or invoice date

5. **Using our Services and the Airport**

- (a) Before using our Services or the Airport you must:
 - (i) For RPT, Charter and Freighter operations, ensure all personnel under your direction (including, as required, those of your employees, agents, contractors, executors, administrators, successors or assigns) requiring airside access hold, and correctly display, a current aviation security identity card;
 - (ii) For RPT, Charter and Freighter operations, ensure all personnel under your direction (including, as required, those of your employees, agents, contractors, executors, administrators, successors or assigns) complete our induction; and
 - (iii) review and understand these conditions.
- (b) When using our Services or the Airport you must comply with:
 - (i) these conditions;

- (ii) all Regulatory Requirements;
- (iii) HIAPL Safety and Operating Procedures;
- (iv) any local flying restrictions, including any notifications in ESRA and any current NOTAMS; and
- (v) any conditions, instructions, directions or other requests given by us in relation to:
 - A. your use of the Services and the Airport; or
 - B. the day-to-day operation of the Airport.
- (c) You must not do, or fail to do, anything that puts us in breach of a Regulatory Requirement.
- (d) You accept that:
 - (i) access to the Services and the Airport is subject to the demands of other users of the Airport; and
 - (ii) use of the Services and the Airport is subject to Regulatory Requirements and our arrangements with other users and stakeholders.
- (e) To the extent permitted by Regulatory Requirements, we may refuse your use of the Services and the Airport if you fail to comply with these conditions (including failing to pay the Charges as required by section 3).
- (f) You must remove from the Airport, within a time directed by us, any person engaged by you (including, as required, those of your employees, agents, contractors, executors, administrators, successors or assigns) who fails to follow an oral or written safety instruction issued by us, materially breaches the Hobart Airport Transport Security Program or Hobart Airport Safety Management System or otherwise fails to comply with the requirements of these conditions.
- (g) You must cease any activity in connection with your use of the Services or the Airport, within a time directed by us, if that activity is, in our opinion, not in compliance with these conditions.

6. **Moving aircraft**

- (a) We may order you to:
 - (i) move your aircraft to another position at the Airport; or
 - (ii) remove your Aircraft from the Airport,at your cost and within a time specified time being a time which we consider, in all the circumstances to be reasonable.

- (b) If you do not comply with our order within the specified time, HIAPL may move, or remove, the aircraft in a manner which we consider reasonable and you:
 - (i) must pay any costs we incur in doing so;
 - (ii) are liable for any personal injury, death, loss, loss of use or damage arising from or in connection with us taking that action; and
 - (iii) indemnify HIAPL against consequential loss or action.

7. Services or Airport unavailable

- (a) You acknowledge and agree that as services are charged on an 'as provided' basis if the Airport, Services or a subset of Services are unavailable this does not constitute a breach of any agreement, express or implied, between HIAPL and you.
- (b) We may make the Services or the Airport unavailable for use at any time due to:
 - (i) operational requirements;
 - (ii) safety or security concerns;
 - (iii) works, including maintenance and new developments;
 - (iv) anything beyond our reasonable control that may impact the availability of the Services or Airport.
- (c) Subject to sections 5(d) 7(a) and 8, we will use reasonable endeavours to notify you before we make any Services or the Airport unavailable for use.

8. Risks and liability

- (a) You:
 - (i) use the Airport at your own risk; and
 - (ii) without limiting the above, are solely responsible for:
 - A. the care of your aircraft, and all other property you use in connection with your use of the Services or otherwise on or around the Airport, at all times; and
 - B. any personal injury or death of any person arising from or in connection with your use of the Services or the Airport.
- (b) To the extent permitted by law, you release us and our officers, employees, agents and contractors from any Claim or any loss you incur, arising from or in connection with these conditions other than a Claim permitted under clause 9.

- (c) Without limiting the section 8(b), we are not liable to you in respect of any loss of profit, loss of revenue, loss of production, loss or goodwill, loss of business opportunity or any special, indirect or consequential losses arising from or in connection with the subject matter of these conditions.
- (d) To the extent permitted by law, you indemnify us from any Claim, or against any loss (including any legal costs), which we suffer, incur or become liable for, arising from or in connection with:
- (i) any breach of these conditions by you;
 - (ii) any error or omission by you in relation to the performance of your obligations under these conditions;
 - (iii) any representation or warranty made or given by you, or on your behalf of, being proven to have been false misleading, deceptive, incomplete or inaccurate in any material respect; or
 - (iv) any
 - A. loss or damage to, or loss of use of, any real or personal property, including our property; or
 - B. personal injury, disease, illness or death of any person, arising from or in connection with any of your acts or omissions; or
 - (v) us moving your aircraft as contemplated by these conditions.
- (e) Your liability under section 8(d) will be reduced to the extent that any Claim or loss is a consequence of a negligent act or omission by us or a breach of these conditions by us.
- (f) We may demand as a debt due and immediately payable under these conditions any amount in respect you have indemnified us under these conditions.
- (g) You are responsible to us for the acts, defaults and omissions of your employees, agents, contractors, executors, administrators, successors or assigns (at any level) as if they were yours.
- (h) To the extent permitted by law, Part 9A of the *Civil Liability Act 2002* (Tas) is excluded in relation to all and any rights obligations or liabilities of either party under these conditions whether those rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (i) Without limiting section 8(h), the rights, obligations and liabilities of you and us under these conditions with respect to proportionate liability are as specified in these conditions and not otherwise.

9. **Insurance**

- (a) You must effect and maintain at all times during your use of the Services or the Airport the insurance required by, and on the terms set out in Schedule 2.
- (b) You must notify us immediately if an insurance policy required by these conditions is cancelled or an event occurs which may allow a claim or affect your rights under an insurance policy in connection with your use of the Services or the Airport.

10. **Exclusion of warranties and conditions**

We do not make any representation or warranty in connection with the use of the Services or the Airport. If a warranty or condition is implied under any Regulatory Requirement in connection with the Services and it can be excluded, we exclude it to the maximum extent possible at law.

11. **Confidentiality and public statements**

- (a) Subject to section 11(b), you must:
 - (i) treat as confidential, and keep confidential, the Confidential Information;
 - (ii) only use, copy or otherwise reproduce the Confidential Information as is necessary to comply with these conditions;
 - (iii) only disclose the Confidential Information to your officers, employees, agents and contractors as is necessary to comply with these conditions; and
 - (iv) ensure that any person to whom Confidential Information is disclosed complies with this 11.
- (b) Your obligations under section 11(a) do not apply to any part of the Confidential Information that:
 - (i) is in the public domain without any breach by you or your officers, employees, agents and contractors;
 - (ii) was or became available to you from a source other than us without a breach of any contractual, legal, fiduciary or other obligation not to disclose such information; or
 - (iii) you are obliged to disclose by law or order of a court of competent jurisdiction or by the listing rules of a recognised stock exchange, in which case you must notify us and seek to minimise the amount of Confidential Information disclosed, including requesting that the Confidential Information be disclosed only on confidential terms.
- (c) Without limiting or otherwise affecting the remainder of this section 11, you must not make any announcement or public statement in connection with

these conditions without our prior written consent otherwise than as required by law or order of a court of competent jurisdiction or by the listing rules of a recognised stock exchange.

- (d) If you are required to make an announcement, or public statement, as set out in section 11(c), you must:
 - (i) to the extent possible, consult with us with a view to agreeing the form, content, timing and manner of the announcement or public statement; and
 - (ii) ensure that the announcement or public statement includes only information that is required.

12. Notices

- (a) We may provide notices to you verbally, by post, by email or by placing a notification on our website.
- (b) Any notice provided by you under these conditions must be in writing and sent by prepaid post or email, as the case may be, to our relevant address:
 - (i) stated in the details section of these conditions; or
 - (ii) last notified in writing to you by us.
- (c) A notice delivered or sent in accordance with section 12(b) will be deemed to have been given and received by us:
 - (i) if posted, 5 days after posting; and
 - (ii) if sent by email, upon the email entering the information system which is under our control.

13. General

- (a) The parties agree that these conditions constitute the entire agreement between the parties in respect of the subject matter of these conditions and supersedes all previous agreements, undertakings and communications, whether written or oral, relation to the subject matter of these conditions.
- (b) You must promptly do whatever we reasonably require to give effect to these conditions and to perform your obligations under these conditions.
- (c) If you comprise more than one person:
 - (i) the obligation and liabilities of those persons are joint and several; and
 - (ii) we may proceed against any or all of them for any failure by you to comply with these conditions.

- (d) Nothing in these conditions constitutes a joint venture, agency, partnership or other fiduciary relationship between you and us. You have no authority to bind us.
- (e) Any provision in these conditions which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of these conditions.
- (f) None of the terms of these conditions can be waived, discharged or released at law or in equity unless both parties agree in writing.
- (g) Each indemnity in these conditions is a continuing obligation separate and independent from the other obligations of the part. It is not necessary for us to incur expense or to make any payment before enforcing a right of indemnity conferred by these conditions.
- (h) These conditions are governed by, and are to be construed in accordance with, the laws applicable in Tasmania. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Tasmania and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

14. **Definitions**

In these conditions, except where the context otherwise requires:

- (a) **Airport** has the meaning given in the paragraph (a) in the background section of these conditions.
- (b) **Air Operator's Certificate** means the certificate of that name issued under Division 2 of Part III of the Civil Aviation Act.
- (c) **Aviation Services** has the meaning given in Schedule 1.
- (d) **Certificate of Registration** means for an aircraft the certificate of registration issued by the Civil Aviation Safety Authority under the Civil Aviation Regulations.
- (e) **Charges** has the meaning given at clause 3(a).
- (f) **Charter Operations** or **Charter** means all air service operations where the aircraft is carrying passengers and operated for a fee but is not RPT.
- (g) **Civil Aviation Act** means the *Civil Aviation Act 1988* (Cth).
- (h) **Civil Aviation Safety Authority** means the independent statutory authority established under section 8 of the, *Civil Aviation Act*.
- (i) **Civil Aviation Regulations** means *Civil Aviation Regulations 1988* (Cth)

- (j) **Claim** includes any claim for payment of money (including damages) or any other relief or remedy:
 - (i) under, arising from or in connection with these conditions, including any direction by us;
 - (ii) arising from or in connection with your use of the Services or the Airport;
 - (iii) otherwise at law or equity including:
 - (iv) by statute;
 - (v) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (vi) for restitution.
- (k) **Confidential Information** means all information, in whatever form (including any idea, concept, drawing, specification, data, conclusion or summary) disclosed to you by, or on behalf of, us or produced by you relating to:
 - (i) our operations or business; or
 - (ii) these conditions or any negotiations relating to it.
- (l) **Disembarking Passengers** means all passengers on board an arriving aircraft. This includes Transit Passengers, Transfer Passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.
- (m) **Domestic-On-Carriage** means a passenger on an international flight who travels from one Australian port to another.
- (n) **Embarking Passengers** means all passengers on board a departing aircraft. This includes Transit Passengers, Transfer Passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.
- (o) **ERSA** means Enroute Supplement Australia published by Airservices Australia Aeronautical Services.
- (p) **Excluded Services** has the meaning given in Schedule 1.
- (q) **Freight Operations** or **Freighter** means air service operations conducted for a commercial purpose but not carrying passengers.
- (r) **Government Mandated Services** has the meaning given in Schedule 1.
- (s) **HIAPL Safety and Operating Procedures** means our policies and procedures as notified to you from time to time, including the:
 - (i) Hobart Airport Aerodrome Manual;
 - (ii) Hobart Airport Transport Security Program;

- (iii) Terminal Operations Manual; and
- (iv) Hobart Airport Safety Management System.
- (t) **Hobart Airport Aerodrome Manual** means our manual, required under the Civil Aviation Regulations, about operating aircraft and facilities at the Airport, as amended from time to time.
- (u) **Hobart Airport Transport Security Program** means our program, as required by legislation and as amended from time to time, that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport, as amended from time to time.
- (v) **Hobart Airport Safety Management System** means our safety management system, as amended from time to time, which is available from us upon request.
- (w) **Infant** means a child under two years of age who has not paid to occupy a seat on an aircraft.
- (x) **MTOW** means maximum take-off weight of an aircraft as listed in the Civil Aviation Safety Authority aircraft register.
- (y) **NOTAM** means Notice to Airmen originated by Airservices Australia Aeronautical Services.
- (z) **Notification of Aircraft Form** means the form set out in Schedule 3.
- (aa) **Operating Crew** means the persons operating as flight or cabin crew on an arriving or departing aircraft.
- (bb) **Positioning Crew** means your flight and cabin crew, other than Operating Crew, arriving into, or departing from, the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.
- (cc) **Regional Service** means a Regular Passenger Transport Operation operating wholly within Tasmania.
- (dd) **Regular Public Transport Operations** or **RPT** 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.
- (ee) **Regulatory Requirement** means:
 - (i) Acts, Ordinances, regulations, by-laws, orders, codes awards and proclamations of the Tasmanian Government and the Commonwealth Government; and
 - (ii) certificates, licences, consents, permits, approvals and requirements of, or directions by, organisations having jurisdiction over your aircraft, acts or omission, the Services or the Airport, including the Department of Infrastructure and Regional Development, the Civil

Aviation Safety Authority, the Australian Federal Police and Tasmanian Police.

- (ff) **Services** means:
 - (i) the Aviation Services; and
 - (ii) the Government Mandated Services,
 - (iii) but excludes the Excluded Services.
- (gg) **Terminal Operations Manual** means the document of that name which sets out requirements that must be complied with when using the terminal, as amended from time to time, and is available from us upon request.
- (hh) **Transfer Passenger** means a passenger who connects from one international flight to another without being processed by the Australian Customs Service at the Airport.
- (ii) **Transit Passenger** means a passenger whose origin and destination is another port, serviced by the same flight.

15. Interpretation

In these conditions unless the context otherwise indicates:

- (a) words in the singular include the plural and vice versa;
- (b) references to a person include an individual, firm, corporation or unincorporated body;
- (c) headings are for convenience only and do not affect the interpretation of these conditions;
- (d) references to any party to these conditions include its successors or permitted assigns;
- (e) a reference to a party, section or schedule is a reference to a party, section or schedule of or to these conditions;
- (f) references to these conditions and any deed, agreement or instrument are deemed to include references to these conditions or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (g) references to any legislation or to any section or provision of any legislation include any:
 - (i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;

- (h) no rule of construction applies to the disadvantage of a party on the basis that the party put forward these conditions or any part;
- (i) unless otherwise specified, a reference to "\$" is to Australian currency;
- (j) references to "day" are references to calendar days;
- (k) the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation"; and
- (l) the word "subcontractor" will include suppliers and consultants.

SCHEDULE 1 – Services

1. Aviation Services

The Aviation Services comprise access to aircraft movement facilities and passenger processing facilities for the permitted purposes of:

- (a) passenger and freight aircraft landing, taxiing, parking and take-off;
- (b) processing arriving and departing domestic passengers;
- (c) loading or unloading freight and baggage;
- (d) the servicing and maintenance of aircraft required at the completion of, or in preparation for, a flight including fuelling, catering and cleaning;
- (e) the sale of tickets and processing of associated fees at landside check-in facilities, landside service desks and landside kiosks for the carriage of passengers and baggage on domestic flights;
- (f) carrying out security activities such as guarding of aircraft and equipment;
- (g) uses which are ancillary or incidental to (a)-(f),

but expressly excludes the sale of any product or service at the Airport unless separately agreed in writing or expressly provided for in (e).

The aircraft movement facilities include:

- (a) airside grounds, runways, taxiways and aprons;
- (b) airfield lighting, airside roads and airside lighting;
- (c) airside safety;
- (d) nose-in guidance;
- (e) aircraft parking; and
- (f) visual navigation aids.

The passenger processing facilities include:

- (a) common user departure lounge (but excluding those under separate lease);
- (b) “Aviramps” to enable passenger boarding;
- (c) border processing areas inside a passenger terminal;
- (d) terminal and airport security;
- (e) baggage make-up, handling and reclaim;

- (f) public areas in terminals, public amenities;
- (g) passenger wayfinding signage;
- (h) public address system, closed circuit surveillance system and security systems;
- (i) landside roads and lighting;
- (j) common user check in areas;
- (k) flight information display systems; and
- (l) associated electrical, water and waste water connections.

HIAPL maintains aircraft movement facilities and passenger processing facilities and provides supporting services including power, lighting and cleaning to facilities.

2. **Government Mandated Services**

The Government Mandated Services are the services which we provide to you which are mandated by Regulatory Requirements, including:

- (a) security services;
- (b) passenger screening;
- (c) checked bag screening; and
- (d) landside security.

3. **Excluded Services**

The Services do not include:

- (a) terminal air traffic control services;
- (b) terminal navigation aids;
- (c) rescue and fire fighting services;
- (d) en-route services;
- (e) meteorological services;
- (f) hangar facilities;
- (g) ground handling equipment, except for airside stairs and ramps for passenger boarding;
- (h) refuelling of aircraft and ground handling equipment;
- (i) customs or immigration services;
- (j) quarantine waste disposal;

- (k) mechanical repair/maintenance services;
- (l) the conveying of bags to/from airport provided baggage infrastructure and aircraft;
- (m) airside marshalling of passengers; and
- (n) apron and ground handling services other than allocating aircraft parking.

SCHEDULE 2 – Insurance Requirements

1. Operators of Jet Aircraft or large Turbo Prop Aircraft

RPT, Charter and Freighter operations of Jet Aircraft or Turbo Prop Aircraft with MTOW >5,700kg must maintain Aircraft Third Party, Passenger, Passenger Baggage and Premises Liability Insurance:

- (a) with total aggregate cover of not less than \$100 million for any one incident;
- (a) with an insurer with a Claims Paying rating of not less than A- by Standard & Poor's (or similar rating agency);
- (b) that includes War Third Party Liability (AVN52E) insurance cover, being liability arising from:
 - (i) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
 - (ii) strikes, riots, civil commotions or labour close up disturbances, including labour disturbances resulting close up from lock-outs.
 - (iii) any act of one or more persons, whether or not agents of a sovereign power for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
 - (iv) any malicious act or act of sabotage.
 - (v) confiscation (but excluding confiscation by Government of registration), nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
 - (vi) hijacking or any unlawful seizure or wrongful exercise or control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Assured.
- (c) that names HIAPL as an additional insured and includes a cross liability clause for the purpose of which the insurer accepts the term "insured" as applying to each of the persons constituting the insured as if a separate policy of insurance has been issued to each of them (subject always to the overall sum insured not being increased thereby); and
- (d) that includes a requirement that the insurer waives all rights of subrogation or action against any of the persons constituting the insured.

2. Other Airport Customers

RPT, Charter and Freighter operations of all other aircraft, must maintain Aircraft Third Party, Passenger, Passenger Baggage and Premises Liability Insurance on the same terms as those set out in paragraph 1. above, except that subparagraph (a) is amended so that the total aggregate cover required is not less than \$20 million for any one incident.

3. Other insurances

You must maintain such other insurances which are required by law in connection with your use of the Services or the Airport and any other insurances that a prudent airline or aircraft operator would ordinarily take out.

4. Evidence of Insurance

You must provide a copy of any required insurance policy and evidence satisfactory to the HIAPL that the policy is current.

SCHEDULE 3 – Notification of Aircraft Form

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| Aircraft Registration: |
| Aircraft type: |
| MTOW: |
| Certificate of Registration Holder |
| Name: |
| Address: |
| Contact Number: |
| Owner |
| Name: |
| Address: |
| Contact Number: |
| Operator |
| Name: |
| Address: |
| Contact Number: |
| Effective Dates of Operation |
| From: |
| To: |

.....
Signed for an on behalf of the Operator

.....
Print Name

.....
Capacity

.....
Date