



## COMMON USE TERMS

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**BRISBANE WEST WELLCAMP AIRPORT TERMINAL**

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## **PURPOSE / FORWARD**

The purpose of these Common Use Terms is to set out in clear terms important rules and regulations that apply to all passengers, guests, invitees, tenants, licensees, contractors and other users of the Brisbane West Wellcamp Airport Terminal from time to time.

Compliance is required with these Common Use Terms by all users to ensure the safe and orderly operation of the Brisbane West Wellcamp Airport for the benefit of all users.

These Common Use Terms apply in addition to any Terms of Use that may otherwise be issued or published by Brisbane West Wellcamp Airport in relation to the access and use of the airport.

# Definitions

<b>ADA</b>	A vehicle operator permit, issued by the Airport Operator, required by anyone who operates vehicles on the airside of the Airport.
<b>Air Carrier</b>	Aircraft Operator licensed to transport persons, mail or goods by air for remuneration.
<b>Aircraft</b>	Any and all machines capable of deriving support in the atmosphere from reactions with the air.
<b>Aircraft Operator</b>	In respect of an Aircraft, the person who is in charge of the Aircraft, whether or not he or she is actually attending the controls of the Aircraft.
<b>Airport</b>	Brisbane West Wellcamp Airport as situated on the Land, as leased to the Airport Operator, and any other land owned, leased, developed, controlled or used by the Airport Operator in conjunction with that land, together with the improvements on that land, and including, without limitation, all buildings, plant, equipment, fixtures, fittings, furniture and appurtenances
<b>Airport Operator</b>	Brisbane West Wellcamp Airport Pty Ltd ACN 092 683 568 or any other operator of the Airport that may be appointed from time to time.
<b>Airport Policies and Procedures</b>	Those rules, common use terms, Terms of Use, policies, plans and procedures implemented by the Airport Operator for the use and operation of the Airport, as published or notified to the User from time to time.
<b>Airside Area</b>	The restricted subsystem of the Airport which provides the means for the operations and maintenance of Aircraft. It includes such facilities as runways, taxiways, gates, aprons, and air traffic control systems.
<b>Apron</b>	That part of the Airport, other than the Manoeuvring Area, intended to accommodate the loading and unloading of passengers and cargo, the refuelling, servicing, maintenance and parking of aircraft, and any movement of aircraft, vehicles and pedestrians necessary for such purposes.
<b>Authorised Personnel</b>	Any person who has a right and need to work in the restricted area.
<b>Airport Manager</b>	Accountable person for the effective management and operations of the Airport; the maintenance, operation, planning identification of facilities utilised in the provision of services for safe and efficient air travel by the public, in a businesslike manner to the maximum extent practical.
<b>Common Areas</b>	Those parts of the Airport and the Terminal designated by the Airport Operator as common areas for use by Tenants, licensees, visitors or for other purposes related to the management and operation of the Airport and the Terminal.
<b>Courtesy Vehicle</b>	Vehicle operated by a commercial enterprise for the purpose of transporting customers of that enterprise between the Airport and

	the place of business of that enterprise.
<b>Duty Manager</b>	The officer appointed by the Airport Operator who is delegated Operations control of the Airport in the absence of the Airport Manager.
<b>Environment</b>	The components of the earth and includes: <ul style="list-style-type: none"> <li>(a) Air, land and water;</li> <li>(b) all layers of the atmosphere;</li> <li>(c) all organic and inorganic matter and living organisms;</li> <li>(d) both inside and outside of buildings and structures, sewer systems, cables, vaults and pipelines; and</li> <li>(e) the interacting natural systems that include components referred to in subsections (a) to (d).</li> </ul>
<b>Hazardous Substance</b>	Any solid, liquid, gas, sound, vibration, ray, heat, radiation, odour, or any other substance or thing or mixture of them which alone, or in combination, or in certain concentrations, is or are flammable, corrosive, reactive or toxic or which might degrade or alter (or form part of the process thereof) the quality of the Environment or cause adverse effects or be deemed detrimental to living things or to the Environment or which is or are likely to affect the life, health, safety, welfare or comfort of human beings or animals or cause damage to or otherwise impair the quality of the air, atmosphere, soil, vegetation, water, wildlife or property.
<b>Key</b>	Device designed to provide access to a restricted area.
<b>Land</b>	1511 Toowoomba-Cecil Plains Road, Wellcamp, Queensland
<b>Leased Premises</b>	Area of the land and/or building that is subject to the lease agreement between the Tenant and BWVA.
<b>Movement Area</b>	Part of the Airport to be used for the surface movement of aircraft, for the takeoff and landing of aircraft and for the movement of aircraft associated with takeoff and landing and includes the Aprons.
<b>Release</b>	Discharge, addition, deposit, seepage, leak, escape, emission, spill, injection, flow, abandonment or release.
<b>Restricted Area</b>	Signed area of the airport to which access by persons or vehicles requires the production of valid authorisation to have access to the area and includes, without limitation, sterile areas, any sterile passenger hold-rooms and concourses, baggage make-up areas, termination service road, security restricted areas, the Movement Area and such other areas as may be designated by the Airport Manager or Duty Manager or designated from time to time.
<b>Restricted Area Access Point</b>	Point in a security barrier at which an access control system is in place.
<b>Security Barrier</b>	Physical structure or natural feature designed or used to prevent or

	deter access by unauthorised persons to a restricted area of the airport.
<b>Security measures</b>	Measures aimed at preventing unlawful interference with civil aviation or actions which are contrary to these rules and regulations.
<b>Security Identification Card</b>	Any Security Identification Card (including an Aviation Security Identity Card) that the Airport Manager or any government authority or regulation requires a person to have to be able to access Restricted Areas.
<b>Tenant</b>	Leaseholder, licensee holder, permit holder or other occupant of land, the lessee of the leases premises or other users granted rights to operate within the boundaries of the Airport, or who, by agreement, occupy space within the Airport.
<b>Terminal</b>	Building and structure located within the Airport and open to the public (subject to these terms) for purpose of flight ticket purchase, public lobby waiting, baggage check-in, the loading and unloading of commercial passengers to and from aircraft and those other services related to commercial air travel by the public, events (whether held by the Airport or a third party) and any entrances, exit or access areas adjoining the Terminal.
<b>Users</b>	Any guests, passengers, invitees, tenants, licensees, contractors, member of the public and other users of the Brisbane West Wellcamp Airport.
<b>Vehicle</b>	Automobile, truck, bus or any self propelled vehicle or device in which any person or property can be transported carried or conveyed on land, but does not include an aircraft.
<b>Vehicle Operator</b>	In respect of commercial passenger vehicle or courtesy vehicle, the person who is in charge of the vehicle or not he or she is actually the driver.

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# **PART 1 – TERMINAL BUILDING RULES**

## **1 Airport Policies and Procedures**

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Users must comply with, and ensure all of their personnel, employees, contractors and agents comply with all of the Airport Policies and Procedures at all times.

## **2 Airport Manager**

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Users must comply with all directions of the Airport Manager and any delegate of the Airport Manager, including the Duty Manager.

## **3 User's Employees and Personnel**

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All Users must ensure that they and each of their employees, contractors, personnel and agents are aware of and comply with these Common Use Terms.

## **4 Fees and Charges**

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Users must pay any fees and charges imposed by the Airport Operator from time to time for matters in connection with the User's use of and access to the Terminal, including but not limited to:

- (a) security clearances;
- (b) applications for and issuing of Keys, security and access devices;
- (c) replacement security and access devices, passes or identification passes;
- (d) car parking and loading bays;
- (e) escorts;
- (f) cleaning;
- (g) out of hours access to the Terminal; and
- (h) Airport Operator permission for Airside access;
- (i) Airport induction programmes for User employees and personnel.

## **5 Airport and Terminal Site Inductions**

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5.1 Prior to commencing any use or operations at the Airport or within the Terminal, all Users as required by the Airport Operator and each of their employees, contractors, personal and agents must undertake any induction programme as required by the Airport Operator.

5.2 All Users and their employees, contractors, personnel and agents must undertake any further, periodic or updated induction programme as may be required by the Airport Operator from time to time.

## **6 Restricted Areas**

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Users may not, and must ensure that their employees, contractors personnel and agents do not enter any Restricted Area or pass through any Restricted Area Access Point or disturb or interfere with any Security Barrier or Security Measure without:

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- (a) holding the required security clearance;
  - (b) carrying and displaying at all times a Security Identification Card;
  - (c) complying with all requirements of the Airport Operator;
  - (d) having a valid operational need to access the relevant Restricted Area.

## **7 Signs and Directions**

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Users must comply at all times with all signs and directions displayed by the Airport Operator throughout the Terminal and the Airport.

## **8 Hours of opening and closing**

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- 8.1 If a User seeks access to their premises outside the hours the Airport Operator opens the Terminal to the public then the User must comply with the Airport Operator's access and security requirements for the Terminal.
- 8.2 The Airport Operator may close or lock any doors or openings forming part of the Terminal during the hours the Terminal is usually open to the public provided that Users are given reasonable access to any leased premises and any other areas that the User requires access to through the Airport Operator's security system.
- 8.3 The Airport Operator may close all or any part of the Terminal if the Airport Operator thinks it is necessary for the safety of the Terminal or any person in the Terminal (for example: bomb scare, riot) or if it receives a direction or instructions to do so from any government authority or airport regulator.

## **9 Entrance conditions**

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Users must comply with any notice of conditions of entry placed by the Airport Operator in the Terminal (for example: notices prohibiting bringing bicycles, skateboards or roller blades into the Terminal, prohibiting a nuisance to other Users and prohibiting any damage to or use of the Airport's or any other User's Property).

## **10 Security**

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- 10.1 Users and any of their employees, contractors, personnel and agents must:
  - (a) if required because of the manner in which they are accessing or using the Terminal, obtain and maintain all security clearances required by the Airport Operator;
  - (b) apply for and obtain from the Airport Operator any security identification passes or devices that are required for each individual;
  - (c) carry or display such security identification passes or devices at all times whilst within the Terminal.
- 10.2 Users must do their best to keep their premises or area of operation safe and secure, clean and tidy, and to protect them against theft and malicious damage. The security of their premises or other area of operation is the User's responsibility.
- 10.3 Users must make sure all doors and openings for their premises are locked or shut securely whenever the premises are unoccupied.
- 10.4 The Airport Operator may enter any premises without notice for any purposes concerning immediate and reasonably apprehended threats to the security of any premises, Terminal or airport operation.

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- 10.5 The Airport Operator may exclude from the Terminal any User or person that the Airport Operator reasonably believes:
- (a) May constitute a security risk to the Terminal or persons or property in the Terminal;
  - (b) The behaviour or actions of that person are likely to be dangerous to anyone or may be considered offensive or indecent to the general public;
  - (c) Interferes in the proper and unfettered operation of the Airport, the Terminal and rights and access of other Users.

## **11 Access and keys**

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- 11.1 Users must comply with the Airport Operator's reasonable requirements regarding access to the Terminal.
- 11.2 Each User, who is provided with access or security keys, must:
- (a) only give access keys to their employees;
  - (b) keep a register of security keys the Airport Operator issues to them and whom the Users have given these to; and
  - (c) allow the Airport Operator to inspect the register and, when asked, give the Airport Operator a copy of the register.
- 11.3 Users must not copy any key or access device.
- 11.4 If a User misplaces a key or access device, the User must promptly notify the Airport Operator and the Airport Operator may replace that device at the User's cost, including the replacement of all locks access with that device.
- 11.5 When a User's lease ends, the User must return all keys and access devices to the Airport Operator.

## **12 Airport and Terminal name**

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- 12.1 The Airport Operator has the right to name the Airport and the Terminal, from time to time to change the name of the Terminal and to grant to any person the right to name the Terminal on such terms as the Airport Operator thinks fit.
- 12.2 Users must not use the name of the Airport, the Terminal or any logo for the Airport or Terminal in a business name or trademark without the Airport Operator's consent.
- 12.3 If the Airport Operator consents to a User using the name of the Terminal, when the User's lease ends, the User must cease using the name of the Terminal and cancel any registration adopting the name of the Terminal.

## **13 Displays**

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Users must not display any stock, produce, material or signage:

- (a) that may be considered offensive or indecent to the general public;
- (b) that contravenes a security requirement; or
- (c) in the Common Areas.



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## **14 Signs, Directory Boards and Advertising Material**

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- 14.1 Any directory boards provided by the Airport Operator shall be under the sole control of the Airport Operator who may allot space on it for the names and descriptions of Tenants and any other Users. The form of each Tenant's name and description shall be approved of by the Airport Operator and placed on the directory board by the Airport Operator at the Tenant's expense.
- 14.2 Users must get the Airport Operator's written consent before they:
- (a) put anything in the nature of a sign, advertising board or advertisement on the outside or inside of their premises or the Terminal or Airport or authorised area of operation that can be seen from outside the premises or that area; or
  - (b) use any picture or likeness of the Terminal or the Airport for an advertisement (except as their address or place of business).
- 14.3 The Airport Operator must consent to signs stating a User's name and business if the Airport Operator believes they are of a standard in keeping with the Terminal.
- 14.4 Users must not have any handwritten signs, advertisements or ticketing outside the Airport, in or outside the Common Area or authorised area of operation or in any area of the Terminal, without obtaining the Airport Operator's consent.
- 14.5 The distribution of leaflets, selling of any goods, merchandise or tickets within or outside the Terminal by any User or other person is prohibited without the appropriate licence and the permission of the Airport Operator.

## **15 Music in Premises, spruiking**

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- 15.1 If a User plays music, makes any sound using sound equipment or uses a television, the User must make sure the sound is not heard or likely to be heard outside their Premises.
- 15.2 Users must not spruik or permit any other loud or like noise either inside or outside Terminal without the Airport Operator's prior approval.

## **16 No auctions**

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Users must not conduct or permit an auction sale or similar process in their Premises. This does not apply to sale processes conducted electronically.

## **17 Cooling and heating of Premises**

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Users must get the Airport Operator's consent before they use any services for cooling or heating their Premises other than those the Airport Operator supplies (for example: cooling, heating or circulating air).

## **18 Restrictions on food**

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Users may only prepare or cook food in areas installed in their premises for that purpose in accordance with their leases.

## **19 Cleaning**

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- (a) Users must immediately clean any spillage in their premises or from their premises or authorised area of operation onto the Common Areas and ensure that any premises occupied by it are kept clean.

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- (b) The Airport Operator may at any time attend to any urgent cleaning required from the operations of the User; such cleaning will be at the cost of the User.

## **20 Infectious disease**

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If any infectious disease occurs in any part of the Terminal or Airport that requires notification, the relevant User must give all necessary notices and other information required to any Authority and the Airport Operator, and thoroughly fumigate those Premises.

## **21 Use of facilities**

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- 21.1 Users may only use facilities (for example: toilets, sinks, basins, drains, plumbing and Terminal rubbish bins) in their premises, the Common Areas and the Terminal for their proper purpose.
- 21.2 Users must not deposit any rubbish or foreign material in any of the facilities except where those facilities are intended for that purpose.
- 21.3 The Airport Operator reserves the right to direct the occupiers of any floor of the Terminal and their respective employees, licensees and invitees to use the toilets and washroom areas contained on any other floor of the Terminal during any period or periods when the toilets and washrooms on any floor (or a sufficient number of the same to render the remainder inadequate) are unserviceable.

## **22 Services**

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- 22.1 Users must obey the Airport Operator's requirements concerning Services the Airport Operator supplies (for example: air conditioning, the elevators and smoke detectors). Users must not do anything that might interfere with their efficient operation.
- 22.2 If a User falsely activates any of the Services to the Premises (for example: smoke detectors or fire alarms) that User is responsible for any charges that result.

## **23 No dangerous behaviour**

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- 23.1 Users must not do anything in their Premises or the Terminal that is likely to be dangerous to or offensive to anyone.
- 23.2 Users must promptly tell the Airport Operator about any accident to or problem with any Services or facilities that need repair, especially if the User is aware, or ought reasonably to be aware, that this may be a danger or risk to their Premises, the Terminal or any person in the Terminal.

## **24 Vehicles and Car parking**

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- 24.1 No Vehicles are permitted within the Terminal without the prior permission of the Airport Manager, other than designated loading bays.
- 24.2 Users must at all times comply with the Airport Traffic Management Plan in respect of all movement of Vehicles within the Airport precinct and surrounds.
- 24.3 No Vehicle of a User may enter the Airside Area at any time unless the User gains all required permissions and clearances from the Airport Operator, including without limitation obtaining an ADA to drive airside and only with a genuine operational requirement to do so..
- 24.4 Users must on request give to the Airport Operator the make and registration number of each car owned or regularly used by them in connection with their Premises or operations.

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- 24.5 Users must not park nor permit anyone over whom it may have control to park any motor vehicle on any part of the Land, except in such place as may then be licensed to the User or otherwise designated by the Airport Operator for that purpose.

## **25 Deliveries to the Premises**

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- 25.1 Users must comply with all requirements of the Airport Operator and any Authority regarding deliveries to the Terminal.
- 25.2 Users must make sure that any trolleys they use for carrying goods do not mark or damage the floor of the Terminal and make minimal noise. Any trolley must have rubber wheels. The cost of repairing any damage caused by a User making any deliveries to the Premises, whether through the use of trolleys or otherwise, shall be that User's responsibility.
- 25.3 No User of the Terminal is leave any packages or deliveries unattended, at any time and all Users acknowledge that the all deliveries and packages will be required to pass through the security screening process at the Terminal to the satisfaction of the Airport Operator. Passengers for flights will always have priority for security screenings ahead of any other Users, including deliveries.

## **26 Moving and installing heavy items**

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- 26.1 Users must get the Airport Operator's consent before bringing any heavy or bulky items into the Terminal. The items must be reasonably necessary for carrying on the User's business in the Premises. The Airport Operator does not consent to any heavy items that may cause any structural or other damage to the floors or other parts of the Premises or the Common Areas or nuisance (including noise or vibration) to any occupier of the Terminal.
- 26.2 Before a User brings any heavy or bulky items onto the Premises or the Common Areas the User must give the Airport Operator at least 2 Business Days notice.
- 26.3 The Airport Operator may direct the routing, installation and location of the heavy or bulky items. Users must obey all the Airport Operator's directions.
- 26.4 Users must not install any electrical equipment in their Premises that may overload the cables, switchboards or sub-boards that supply electricity to their Premises or the Terminal.

## **27 Moving Bulky Items**

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- 27.1 Users must comply with any directions of the Airport Operator as to restricted times and routes for the moving of bulky items throughout the Airport Terminal.
- 27.2 Before carrying furniture, large equipment or other heavy or bulky items in any of the lifts, Users must ensure that the items are covered in such manner as the Airport Operator directs to prevent scratching or damage to the Terminal.
- 27.3 The Airport Operator may identify a lift as the only lift that may be used for heavy or bulky items.

## **28 Keeping Common Areas clear**

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- 28.1 Users must not store goods in, or block or obstruct the Common Areas, particularly the fire or escape doors or passageways.
- 28.2 Users must not cover or obstruct any service duct, fire prevention device or thing that allows light into or ventilation of the Terminal.
- 28.3 If a User does not keep the Common Areas clear, the Airport Operator may remove any offending item at the User's cost.

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## **29 Rubbish**

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- 29.1 Users must not burn any rubbish or any other material in their Premises or any part of the Terminal.
- 29.2 Users must place all rubbish and other like material from their Premises in the receptacles nominated by the Airport Operator for rubbish of that type, and make sure the rubbish is removed regularly from their Premises.

## **30 Smoking**

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- 30.1 Users must not permit any person to smoke in their Premises.
- 30.2 Users must not:
  - (a) smoke in the Terminal or, to the extent prohibited by law, on the Land; or
  - (b) permit their employees and visitors to smoke in the Terminal or, to the extent prohibited by law, on the Land.
- 30.3 Users must display 'no smoking' signs in their Premises if required by the Airport Operator.

## **31 Hazardous Substances**

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Users must not store or use any Hazardous Substances anywhere within the Terminal or the Airport, except as required in the normal course of their operations as authorised by the Airport Operator and provided they comply with all regulatory requirements in relation to those substances.

## **32 Fire and emergency drills**

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- 32.1 Users must comply with the Airport Operator's reasonable requirements for fire safety, including appointing persons to act as fire controllers and floor wardens.
- 32.2 Users must observe and obey all fire or emergency drills. The Airport Operator aims to give the Users prior notice of these drills.
- 32.3 Users must make sure that they are fully aware of all safety and emergency procedures.

## **33 Danger or risk to Terminal**

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- 33.1 If a User is aware of a risk or a danger (for example: a bomb threat, fire, liquid spill, trip/slip hazard, leak or any other similar thing) in any part of their Premises or the Terminal, the User must tell the Airport Operator immediately.
- 33.2 If there is, or may be, any thing that is a risk or a danger (for example: a bomb threat, riot, protest, liquid spill, leak or any other similar thing) the Users must immediately obey any instructions given by the Airport Operator, including evacuating their Premises or the Terminal.
- 33.3 Users must obey the instructions of the police or the fire brigade or other emergency Authority. Users must not re-enter their Premises or the Terminal unless the Airport Operator or the police or fire brigade or other appropriate Authority tell the User it is safe to do so.

## **34 Insurances**

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Users other than Tenants must comply with all insurance requirements notified by the Airport Operator prior to commencing any works, use or operations within the Terminal.

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## **35 Windows**

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Users must not cover or obstruct windows or skylights.

## **36 Blinds and curtains**

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Users must not install or permit to be installed any blinds or curtains on, over or adjacent to the windows or any other part of their Leased Premises other than curtains or blinds supplied or approved by the Airport Operator and then only in the position designated by the Airport Operator.

## **37 Action for Non-compliance**

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37.1 In the event of non-compliance by a User with these Common Use Terms, the Airport Operator may:

- (a) require the User to cease or suspend operations;
- (b) require the User to vacate the Terminal or the Airport;
- (c) recover any cost, loss or damage caused by the non-compliance from the User.