



CONDITIONS OF USE DOCUMENT

As at 1st January 2013

National Airports Corporation Limited (NAC)

National Airports Corporation Limited (NAC) is the owner and operator of the Papua New Guinea capital city and regional Airports directly servicing the capital city and regional Airports of Papua New Guinea.

NAC is a State owned aviation enterprise established under and regulated by the Civil Aviation Act 2000 as amended ('CA Act').

NAC owns and operates 22 national Airports located throughout Papua New Guinea's main provincial headquarters and situated in Port Moresby, Nadzab, Mt Hagen, Tokua, Madang, Wewak, Gurney, Hoskins, Goroka, Kavieng, Buka, Momote, Vanimo, Tari, Mendi, Kundiawa, Wapenamanda, Kerema, Kiunga, Daru, Girua and Aropa.

These Conditions of Use set out the standard operation conditions of use for all Air Operators at all NAC Airports throughout Papua New Guinea.

Background Details

NAC is owned by the people of Papua New Guinea through the trustee shareholding of the Minister for Treasury and Finance and the Minister for Civil Aviation of the Government of the Independent State of Papua New Guinea.

With effect from the 1st day of January 2013, NAC agrees to supply Aeronautical Services to Air Operators and to allow Air Operators to enjoy Use of an Airport on a non-exclusive basis, in accordance with these Conditions of Use and in consideration of such supply, Air Operators agree to pay to NAC the Aeronautical Charges and agree to comply with all other obligations imposed on Air Operators by these Conditions of Use.

.....
Company Secretary

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1. DEFINED TERMS & INTERPRETATION

1.1. Terms & Interpretation

In these Conditions of Use, unless the contrary intention appears:

- (a) The singular includes the plural and vice versa and words importing a gender include other genders; and other grammatical forms of defined words or expressions have corresponding meanings;
- (b) A reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph of, schedule or annexure to this document and a reference to this document includes any schedules and annexures;
- (c) A reference to a document or Conditions of Use, including this document, includes a reference to that document or Conditions of Use as novated, altered or replaced from time to time;
- (d) A reference to “Kina” or “PGK” is a reference to Papua New Guinea’s currency;
- (e) A reference to a specific time for the performance of an obligation is a reference to that time in Papua New Guinea or other place where that obligation is to be performed;
- (f) A reference to a party includes its executors, administrators, successors and permitted assigns and persons to whom this document is novated;
- (g) If a Party, or a definition of a Party, consists of more than one Person, then each Person is jointly and severally liable under these Conditions of Use with each other Person and each Person is bound by these Conditions of Use;
- (h) Words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (i) A reference to a statute or statutory provision includes:
 - a. a statutory provision which supplements, amends, extends, consolidates or replaces it; and
 - b. any applicable orders, regulations, instruments or other delegated legislation.
- (j) The word ‘including’ implies that the immediately following list is not exhaustive and is without limitation; and
- (k) Headings are for ease of reference only and do not affect the meaning of this document.

1.2. Date & Currency Of These Conditions

These Conditions are current as at the date on the front page of these Conditions, until we change, replace or waive them.

2. THESE CONDITIONS OF USE

2.1. Users of Our Airports

- (a) Unless we have agreed different conditions with you, these are the conditions under which you use the Facilities and Services at all airports owned and operated by the National Airports Corporation and any other services at these Airports.
- (b) Despite the fact that you have not signed these Conditions, by using any of the Facilities and Services at any of the Airports, you accept these Conditions, and agree to be bound by them as amended and all of our rules and reasonable directions from time to time.
- (c) Subject to any contrary requirement under any Legislation we may, by the methods set out in Clause 2.6, change, replace or waive any of these Conditions at any time upon the publication of written notice. Upon such publication you are deemed to be bound by any changes made, and the use of our Facilities and Services or our Airports generally following publication of those changes will be deemed acceptance of the changes.

2.2. Facilities And Services To Be Provided At Our Airports

- (a) We agree to supply Facilities and Services subject to Clause 2.4, General Airport Services to you.
- (b) We agree to supply Facilities and Services in accordance with:
 - (i) these terms and conditions;
 - (ii) all applicable laws and regulations;
 - (iii) any and all service levels in the form of Performance Measures;
 - (iv) all due care and skill; and
 - (v) the best practice for Domestic and International airports (inclusive of but not limited to Regional Operations, Charter Operations and General Aviation Operations).

2.2.1 Use of an Airport

Air Operators who use an Airport are subject to these Conditions of Use (as amended from time to time) unless NAC has agreed in writing to different conditions with an Air Operator in accordance with the CA Act.

Notwithstanding that NAC and an Air Operator will not have executed an agreement embodying these Conditions of Use, by the Air Operator using an Airport after NAC has in writing notified the Air Operator of the Effective Date of these Conditions of Use and provided them with a copy of these Conditions of Use and any amendments made from time to time, the Air Operator is deemed to have accepted and be bound by these Conditions of Use (and any amendments thereto) and by all of NAC's rules and reasonable directions.

2.2.2 Delivery of Aeronautical Services

NAC will supply Aeronautical Services to an Air Operator in accordance with:

- a. these Conditions of Use;
- b. all applicable laws and regulations
- c. the Performance Principles; and
- d. all due care and skill.

2.2.3 Applicable Costs

In consideration of NAC's supply of Aeronautical Services to an Air Operator and an Air Operators Use of an Airport, an Air Operator will pay the Aeronautical Charges to NAC in accordance with Clause 7 and at the rates specified in Schedule 2 of these Conditions of Use.

2.2.4 Other Airport Services and Aeronautical Charges

These Conditions of Use do not cover or apply to the provision of services that are other than Aeronautical Services provided by NAC or the recovery of costs and charges for such other services.

Other Airport services are available from NAC on separate commercial terms and at commercial rates.

2.2.5 Excluded Services

For the avoidance of doubt, Aeronautical Services in these Conditions of Use do not currently include the following:

- a) terminal navigation services; or
- b) en-route services; or
- c) meteorological services; or
- d) Ground Handling Services; or
- e) engineering services; or
- f) apron services.

2.2.6 Variations to Conditions of Use

NAC reserves the right to alter these Conditions of Use (at any time and where practical will notify Air Operators of the proposed change/s to these Conditions of Use via its website www.nac.com.pg which changes shall become effective at the expiration of 60 days after the date of such notification, unless the safety or security of an Airport is affected in which instance the change shall be immediate. Nothing in this Clause implies Aeronautical Charges change other than in accordance with Clause 7.

2.2.7 Requirement to Pay

Notwithstanding that these Conditions of Use or changes to these Conditions of Use have not been notified to the Air Operator, the Air Operator is liable to pay the Aeronautical Charges as per Clause 7 of these Conditions of Use, if the Air Operator uses an Airport.

2.3. What These Conditions Cover

These Conditions cover the provision of Facilities and Services. We will charge for the provision of Facilities and Services through the Aeronautical Charges incorporating the Regulatory Charges.

2.4. What These Conditions Do Not Cover

- (a) These Conditions do not cover the provision of General Airport Services provided by us, or charges for these services. General airport Services are available for use from us on separate commercial terms and at commercial rates.
- (b) We are not responsible for the security of your aircraft. However you must comply with any of the safety or security requirements of the Airport for which we notify you of from time to time.

2.5. Notification Of The Existence Of These Conditions

- (a) We will take all reasonable steps to notify you of the existence of, and the requirement to comply with these Conditions prior to your use of our Facilities and Services.
- (b) If after 1st January 2013 you use any one of our Airports without first being notified of these Conditions, we will subsequently notify you by e-mail or other means after your first use of any of our Airports, or our Facilities and Services.
- (c) Subject to Condition 2.6(b) if you continue to use our Airports, or our Facilities and Services after being notified, or after we notify you that the Conditions have been amended, then such continued use will constitute acceptance of these Conditions and their amendments from time to time.

2.6. Changes To These Conditions

Major Users

- (a) For Major Users of our Airports, if we want to make changes to these Conditions, we will:
 - (i) notify you by e-mail or other means of a proposed change to these Conditions and where it is practical to do so, we will notify you at least 60 days before the change is to take effect (however we reserve the right to vary Aeronautical Charges at any time as per Condition 7.4); and
 - (ii) consult with you in good faith regarding the proposed change to these Conditions during the period of notice.
- (b) As soon as practicable after consulting with you, we will notify you by e-mail or other means of the changes to these Conditions. We will also publish the agreed changes on the Website.

Non Major Users

- (c) If you are not a Major User of our Airports, we will give you notice of any agreed changes to these Conditions by e-mail or other means once the changes have been implemented.

All Users

- (d) All users of our Airports, which continue to use our Airports after notification of the changes, will be deemed to accept the changes to these Conditions.

2.7. Terms And Words

Terms or words used in these Conditions and the attached schedules that require defining are explained in Schedule 1.

3. USE OF AIRPORTS

3.1. Use of Airports

- (a) These Conditions govern your use of the Airports, the Facilities and Services and any other services at the Airports. By using the Airports you accept these Conditions.
- (b) You must not access any military facilities at PNGDF Air Transport Squadron, Port Moresby Airport unless otherwise authorised by the military.
- (c) These Conditions apply equally to Domestic and International operations (RPT Operations), Charter Operations and General Aviation Operations.
- (d) You may use any of the airports owned and operated by the National Airports Corporation (NAC) as a designated alternate without first obtaining our consent. However you must use your best endeavours to obtain our consent before using the Airports.
- (e) You accept that:
 - (i) access to the Airports and the Facilities and Services are subject to the demand of other users of the Airports;
 - (ii) use of the Airports and the Facilities and Services is governed by relevant laws;
 - (iii) we may close all or any part of the Airports and withdraw all or any part of the Facilities and Services, for any period we consider appropriate when in our reasonable opinion it is necessary to do so; and
 - (iv) we will not be liable for any loss or damage you sustain as a direct or indirect result of any planned or unplanned closure of the Airports, or the interruption or shutdown of any Facility or Services.
- (f) You accept that unless otherwise specified in writing, these Conditions prevail over any other oral or written agreement we have with you.
- (g) You agree that when operating aircraft at our non-towered aerodromes (these include Vanimo, Wewak, Girua, Gurney, Kerema, Daru, Kiunga, Tari, Wapenamanda, Mendi, Chimbu, Momote, Kavieng, Hoskins, Buka and Kieta airports you must for the benefit of all other users of these airports make radio calls on the Aerodrome Flight Information Zone (AFIZ) VHF radio in the following circumstances:
 - (i) when inbound to the aerodrome;
 - (ii) when circuiting the aerodrome;
 - (iii) when 10 nautical miles from the aerodrome;
 - (iv) following any missed approach to the aerodrome;
 - (v) when turning down wind of the aerodrome;
 - (vi) when turning to base;
 - (vii) when turning to final approach of the aerodrome; and
 - (viii) when clear of the runways.

4. NAC'S SERVICE PHILOSOPHY

4.1. Our Service Charter Is For The Whole Of Our Airports

Our goal is to meet industry's expectations through the delivery of safe, secure and efficient services.

In doing so, NAC's commitment to the performance principles set out in Clause 4.2 will cover the whole of our Airports. This is to ensure that we and all airlines, air operators, other business operators and government agencies at our Airports are striving for and monitoring the same performance levels, NAC will adopt a partnering approach with its stakeholders with the intention of achieving mutually acceptable outcomes.

4.2. Performance Principles

NAC applies the following performance principles to its activities and development of its Airports:

- maintain and operate secure, safe and efficient Airports;
- provide a comfortable and friendly environment to the travelling public;
- continue to improve Airport Facilities and Aeronautical Services in accordance with each of the Airport Master Plans and industry's requirements;
- respond as quickly as possible to Aeronautical Services faults;
- ensure that a high standard of cleanliness of public areas and facilities is maintained by NAC contractors, tenants and concessionaires;
- maintain high environmental standards while balancing economic development;
- ensure compliance with occupational health and safety standards;
- respond quickly to enquiries relating to our Facilities and Services; and
- continue to work closely with Air Operators and their representative organisations, and government agencies, individually and through the RPT Operators' Committee, to ensure that the Aeronautical Services are supplied and allocated in a mutually beneficial and equitable manner and with the public's best interests in mind.

4.3. Quality of Facilities And Services Related To NAC's Investments In Airports

The quality of the Airport Facilities and Aeronautical Services will largely be determined by the long-term investments that we make. Two important influences on the quality of Aeronautical Services, which are directly related to the Aeronautical Charges, are the capacity relative to the demand, and the efficiency or quality standard of the Facilities and Services made available.

4.4. General Relationship Principles

We will operate our Airports having regard to the following principles:

- (a) we will take all reasonable steps to treat you with courtesy and respect;
- (b) we will act reasonably to answer all correspondence, questions and inquiries promptly;
- (c) we will provide e-mail addresses for your feedback through our Website;
- (d) we can be contacted by telephone, facsimile, in person or electronically during normal business hours. Airport operational staff are contactable 24 hours a day if required - contact information is available on the Website;
- (e) we respect your right to privacy and confidentiality and we will comply with the applicable laws that relate to the protection of your personal information; and
- (f) we will take all reasonable steps to act and discharge our duties with professionalism in a spirit of open and honest communication, striving for reasonable outcomes for all parties, wherever possible.

4.5. Consequences Of Failure To Meet Performance Criteria

We will take all reasonable steps to achieve the standards set out in Clause 4.2 & 4.3, however we cannot guarantee this will be met in all instances and on all occasions

4.6. Service Of Notices

Any notice, demand, consent or other communication concerning these Conditions must be in writing and be:

- (a) signed by that party, its Authorised Officer, or by its solicitors; and
- (b) served by being delivered personally to the party, or by sending it by registered mail to:
 - (i) the address most recently notified by that party; or
 - (ii) the registered office if a company; or
 - (iii) or the address indicated on these Conditions; or
 - (iv) by sending a facsimile transmission to the number provided for that purpose.

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

4.7. Contact Information

You can contact us by any of the following means:

- (a) by mail to
 - Managing Director
 - National Airports Corporation
 - PO Box 684
 - BOROKO 111
 - Port Moresby
 - Papua New Guinea
- (b) by fax to
 - + (675) 3250870
- (c) by e-mail
 - enquiries@nacpng.com
 - safety@nac.com.pg
- (d) by telephone
 - Business Hours:* (675) 324 4753
 - After Hours:* (675) 324 4701
 - (675) 324 4704

Schedule 7 contains the contacts for all the airports owned and operated by the National Airports Corporation.

4.8. NAC's Commitment To Consultation

NAC proposes to meet with all RPT Operators' senior management, or their representative organisation, at least twice annually (or more often if required) to discuss the plans and development for its Airports and the performance outcomes. NAC proposes to discuss with the RPT Operators their plans for business development at or relating to its Airports and the aircraft

passenger and freight services which the RPT Operators intend to provide into the Airports.

4.9. Performance Measures

NAC will establish Performance Measures of the Performance Principles to ensure the successful delivery of the Aeronautical Services. The Performance Measures will act as benchmarks against which results will be assessed in order to identify the underlying causes or trends (whether negative or positive) and to obtain from all relevant agencies or organisations the requisite support for and response to such results.

4.10. NAC's Investment In Its Airports

The quality and value of the Aeronautical Services is largely dependent upon NAC being appropriately and fairly funded through the Aeronautical Charges.

4.11. How NAC Conducts The Performance Measures

At least once in every twelve month period, NAC will survey a representative sample of all passengers and other users of PMIA to determine the level of satisfaction across a range of Performance Measures. Provided that NAC gives an RPT Operator at least 7 days prior notice that it intends to access an RPT Operator's leased or licensed areas at an Airport owned or operated by NAC and that such access does not unreasonably interfere with an RPT Operator's business activities, an RPT Operator will allow NAC access to the leased or licensed areas to undertake such survey or other research as is considered reasonably necessary to measure passenger or other user satisfaction.

5. COMPLIANCE WITH LAWS

5.1. Use Of An Airport

The Use of an Airport by an Aircraft Operator is subject to compliance by the Air Operator with:

- 5.1.1 local flying restrictions including the requirements of the CA Act, the CA Regulations, PNGASL publications such as aeronautical information publications and NOTAM;
- 5.1.2 conditions, instructions, orders or directions published from time to time by NAC in accordance with the CA Act and CA Regulations including these Conditions of Use and directives on security of an Airport and Aircraft;
- 5.1.3 any other relevant legislation, regulations and Law in force from time to time.

5.2. The Air Operator

5.2.1 An Air Operator must also comply with the following matters as amended from time to time:

- a. the Airport Operations Manual;
- b. the Airport Security Manual and the Airports Emergency Plan;
- c. NAC's reasonable insurance policy requirements set out in Clause 24;
- d. all applicable laws and regulations;
- e. any restrictions on flying operations that may be in place from time to time by any relevant statutory authority;
- f. reasonable safety and security directions in compliance with NAC's obligations under the CA Act notified by NAC from time to time and necessary for the day to day operation of an Airport, and if reasonably possible, NAC must consult with Air Operators and try to give at least 7 days notice of any such directions;
- g. environmental and safety directions notified by NAC from time to time including but not limited to, ground running rules, bird and wildlife strike reporting and fuel and oil spill reporting and management;
- h. CASAPNG and PNGASL rules and regulations;
- i. the requirement to obtain and observe the relevant operator licences issued by NAC which include, but are not limited to, Airside licences, Airside driving licences and the Card;
- k. any directions on security issued by any law enforcement authority; and
- l. occupational health and safety laws or regulations in place from time to time.

5.2.2 An Air Operator shall be responsible for familiarising yourself with all matters referred to in these Conditions of Use.

5.2.3 You must not do anything that puts NAC in breach of any legislation;

5.2.4 We need not give you any information which would result in us breaching any confidentiality obligations, or security restrictions. If we provide you with any information and require that disclosure be limited to certain authorised personnel, you must comply with this request.

5.3. Breach Of Confidentiality

NAC need not give an Air Operator information if that would breach a confidentiality obligation NAC has at Law, or pursuant to appropriate security restrictions. If NAC gives an Air Operator such information and asks that the Air Operator keep it on a secure basis and only disclose it to authorised personnel, the Air Operator must comply with this request. An Air Operator must keep NAC up to date with changes to their contact details.

NAC will use its best endeavours to maintain the confidentiality of any information that an Air Operator provides to NAC, which an Air Operator advises is commercially sensitive, subject to NAC being permitted at all times to use the subject information for the purpose of Airport capacity planning and forecasting (including disclosing the information to NAC's professional advisers on a confidential basis for this purpose). NAC will publish annual passenger, freight and aircraft movements by airport from time to time as part of its business.

5.4. Public Statements

An Airline Operator shall not make any announcement or otherwise publicise these Conditions of Use or their subject matter without NAC's prior written consent other than where required by Law, statutory body, the rules of any securities or stock exchange, any applicable accounting standards or ordered by any court to make an announcement.

5.4.1 If an Airline Operator is required or ordered to make an announcement then the Airline Operator:

- (a) must to the extent practicable, consult with NAC's Managing Director with a view to agreeing the form, content, timing and manner of making the announcement; and
- (b) must ensure that the announcement includes only information that is required or ordered and does not include any information other than that required or ordered.

5.5. Use Of Common User Facilities

An Air Operator will be expected to use the Common User Facilities in accordance with these Conditions of Use. All new Air Operators will be treated fairly in the consultation and negotiation of the use of these facilities. Terminal Equipment may become Common User Facilities in the future. In that event, the above conditions will also apply to any such Terminal Equipment.

5.6. Ground Handling

All Air Operator's are to make their own provisions for their own Ground Handling Services. The Air Operator will need to consult and negotiate commercial terms and conditions with NAC for the provision of necessary space and support services and for approval by NAC of the proposed Ground Handling Service arrangements. Handling Agents used by Air Operators must be licensed to operate at the relevant Airport and have a separate agreement in place with NAC.

5.7. Termination on Event Of Default

Termination of these Conditions of Use shall be notified by NAC to an Airline Operator immediately by notice in writing to the Air Operator if:

- 5.7.1 The Air Operator commits an Event of Default; or
- 5.7.2 An Event of Default occurs in relation to the Air Operator.

Termination of these Conditions of Use shall be interpreted as termination of your right to use our Facilities and Services and may become effective upon 14 days written notice.

5.8. Partial Termination

NAC may terminate the application of these Conditions of Use as to any Air Operator(s) and as to any Airport(s) (such that the Conditions of Use may continue to apply to an Air Operator, but only in respect of such Airports that NAC may notify to the Air Operator).

5.9. Accrued Rights

Termination of these Conditions of Use as provided for in Clause 5.7 and 5.8 does not affect any accrued rights or remedies of either Party.

6. INFORMATION WE REQUIRE FROM AIRCRAFT OPERATORS

6.1. Regular Public Transport (RPT) Operations

For aircraft and operators involved in RPT Operations:

- (a) before using our Facilities and Services at an Airport you must give us the information we require, including:
 - (i) your name, address and contact details (including fixed and mobile telephone numbers, facsimile number and email);
 - (ii) evidence that you have in place emergency procedures in connection with all potential threats to passengers, cargo and the Facilities and Services at the Airport as appropriate to your operations and at least to the standard required to comply with the Aerodrome Emergency Procedures and the Aerodrome Emergency Plan;
 - (iii) the names, addresses, telephone numbers (business and after hours), facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Services at the Airport;
 - (iv) evidence of the insurance policies you hold that are consistent with the requirements of Clause 25.1 and confirmation that these policies will remain current at all times when you are using the Facilities and Services at the Airport;
 - (v) ground handling arrangements for passengers and cargo if required for your operations;
 - (vi) arrangements for the repositioning of stationary aircraft; and
 - (vii) confirmation that the types and standards of aircraft being flown by you into and from the Airport are compliant with the Civil Aviation Rules Part 93 - Special Aerodrome Traffic Rules and Noise Abatement Procedures.
- (b) You must provide us with the details of any changes made to information required under this Clause 6.1 (a) within 1 month of such change.
- (c) You must also within 7 days of the end of each calendar month provide us with the number of passengers per flight that you embarked and disembarked at each of the Airports during that month, together with the number of those passengers who were transit passengers shown separately. We require this information to assess the Aeronautical Charges.
- (d) Where you fail to provide the information mentioned in Clause 6.1(c), we will calculate and levy our Charges based upon the presumption of maximum seat load capacity as published by you, which amounts you are required to pay before we will enter any meaningful discussions to have the correct load capacity determined.
- (e) If we ask you to do so, you must give us certified statements from your auditors verifying the accuracy of the information you have provided us under this Clause 6.1. You must give us the statements within 60 days of the date of our request, which shall be made no more frequently than once a year. Your auditors must be members or affiliates of an internationally recognised and independent accounting firm.
- (f) You agree that we may, and permit us to conduct an independent audit at our cost, of the information you provide us under this Clause 6.1.
- (g) Where the information you provide to us, or the information we obtain from the audit we carry out, discloses any error in the information we have been provided with, we shall be entitled to calculate and levy Charges based upon the information obtained from the independent audit.
- (h) If the error identified is in our favour by 5% or more based on the information you have given to us, then you must reimburse us the cost of the audit carried out by us under Clause 6.1(f).
- (i) Where you advise us that the information given to us under this Clause 6.1 is commercially

sensitive, we shall use our best endeavours to maintain its confidentiality.

6.2. Non-Regular Public Transport Operations

For aircraft and operators not involved in RPT Operations:

- (a) Before using our Facilities and Services at an Airport you must give us such information as we may require including:
 - (i) your name, address and contact details;
 - (ii) evidence that you have in place emergency procedures in connection with all potential threats to passengers, cargo and the Facilities and Services at the Airport/s as appropriate to your operations and at least to the standard required to comply with the Aerodrome Emergency Procedures and the Aerodrome Emergency Plan;
 - (iii) the names, addresses, telephone numbers (business and after hours), facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Services at the Airport/s;
 - (iv) evidence of the insurance policies you hold that are consistent with the requirements of Clause 25.1 and confirmation that these policies will remain current at all times when you are using the Facilities and Services at the Airport/s;
 - (v) ground handling arrangements for passengers and cargo if required for your operations;
 - (vi) arrangements for the repositioning of stationary aircraft;
 - (vii) confirmation that the types and standards of aircraft being flown by you into and from the Airport are compliant with the Civil Aviation Rules Part 93 - Special Aerodrome Traffic Rules and Noise Abatement Procedures phase out program;
 - (viii) confirmation of the ownership details for all aircraft using the Facilities and Services; and
 - (ix) Maximum Take Off Weight (MTOW) for aircraft.
- (b) You must provide us with the details of any changes made to information required under Clause 6.2(a) within one month of such change.
- (c) Where the information required by this Condition is not provided, we will obtain such of those details as are located on the PNG CASA register and the equivalent International aircraft registration bodies, and:
 - (i) we shall determine the MTOW for the aircraft; and
 - (ii) the registered owner and/or Air Operator as indicated on the PNGCASA and/or equivalent International aircraft registration bodies will be held jointly and severally liable in relation to all costs and charges levied.
- (d) Where you fail to provide the information required under Clause 6.2(a), we shall be entitled to calculate and levy our Aeronautical Charges based upon the registered Maximum Take Off Weight as published by PNG CASA and/or Janes Book of Aircraft, which amounts you are required to pay before we will enter any meaningful discussions to have the correct load capacity determined.

6.3. All Aircraft And Operators

For all aircraft and operators whether or not involved in RPT Operations:

- (a) you are responsible for ensuring that written notification is given to us if the ownership of any aircraft being operated from the airports changes, or if the operator of any such aircraft changes; and
- (b) where you fail to provide the information required under Clauses 6.1 and 6.2 above, we shall be entitled to calculate and levy our Charges based upon the presumption that the aircraft continues to be operated and/or owned by you.

7. AERONAUTICAL CHARGES

7.1. Application Of Aeronautical Charges

You must pay us the Aeronautical Charges once you use the Facilities and Services at the Airports. The use of our Facilities and Services includes the landing, take-off or parking of any aircraft on or from our Airports.

7.2. Calculation Of Aeronautical Charges

The amount of Aeronautical Charges you must pay will be calculated in accordance with Schedule 2 as varied from time to time and are based on the information that the Air Operators shall submit to NAC within 7 calendar days of the end of each calendar month in accordance with Schedule 6. By using our Facilities and Services you agree to the Aeronautical Charges appropriate at the time of use.

7.3. Payment Of Aeronautical Charges

- (a) All Aeronautical Charges become due and payable when you use the Airports, and must be paid within 30 calendar days from the date of the invoice, unless you have made other written arrangements for the provision of credit with the NAC which must be signed by both parties.
- (b) The Aeronautical Charges are payable in Papua New Guinea Kina only, or they may be paid in US dollars if the parties agree.
- (c) NAC will issue Aeronautical Charges invoices in relation to the Aeronautical Services available to the Air Operators, based on the monthly summary by flight which the Air Operators are required to submit in accordance with Clause 17.1 and Schedule 6,.
- (d) You must pay the Aeronautical Charges within 30 calendar days from the date of the invoice either by:
 - (i) direct deposit into our bank account. The details of which will be provided on request or as shown on the tax invoice;
 - (ii) cheque made payable to NAC, noting that you may also be responsible for bank charges incurred in cheque processing;
 - (iii) any other method approved by us.

7.4. Variation Of Aeronautical Charges

We may vary any of the Aeronautical Charges or their application at any time in accordance with Sections 88 to 108 of the Civil Aviation Act 2000 as amended from time to time;

7.5. Aviation Infrastructure And Facilities Investments

You acknowledge that we are responsible for all Aviation Infrastructure and Facilities Investment decisions at the Airports, as the airport-lessee company and operator of our Airports. If we decide to make a major Aviation Infrastructure and Facilities Investment, we may increase the Aeronautical Charges. However, before we make a final decision on any Aviation Infrastructure and Facilities Investment, we agree to use our best endeavours to consult with our Major Users about any necessary related increases to Aeronautical Charges.

8. FAILURE TO PAY AERONAUTICAL CHARGES

8.1. Failure To Pay Aeronautical Charges When Due

- (a) You must notify us immediately if you become aware that you will not, or might not be able to pay an Aeronautical Charge by the due date.
- (b) Neither your giving, nor our receipt, of that notice, affects our rights under these Conditions, and you will remain liable for the payment of the Aeronautical Charges.
- (c) We may charge interest at the prevailing Interest Rate for any Charges paid after their due date for payment. Interest at the prevailing rate per calendar month, and subject to change from time to time, will be calculated from day it was payable to the date it is paid in full. Each month we will add the interest to the unpaid amount and charge interest on the total outstanding amount.
- (d) You will also be liable for any additional costs we incur in recovering any unpaid Charges.

8.2. Disputed Charges

- (a) You must notify us in writing within 14 days of the invoice date that you dispute any Aeronautical Charges shown in an invoice.
- (b) Even if you may dispute any Aeronautical Charges, you must first pay those Charges by their due date for payment.
- (c) If following the resolution of a dispute regarding any Aeronautical Charges:
 - (i) it is found that you have made an overpayment of Charges, then we will credit your next invoice from us by the amount of overpayment of Charges; or
 - (ii) it is found that you are required to pay further Charges to us in addition to the disputed invoice amount (not limited to the payment of any of our costs in respect to your dispute), then you must pay those further Charges to us immediately following the resolution of the dispute.

8.3. Detention Of Aircraft And Exclusion From Access To The Airport

- (a) If you do not pay us any undisputed amount payable under these Conditions within 21 days after it becomes payable, or negotiations over disputed amounts fail, we may:
 - (i) refuse to allow any or all of your aircraft to use our Facilities and Services at the Airports or the Airport generally; or
 - (ii) use reasonable means to detain any of your aircraft and any other ancillary equipment used to cover your aircraft operations (whether directly involved in the accrual of the debt or otherwise) until you have paid all outstanding amounts; or
 - (iii) sell any of your property or detained aircraft to recover the Aeronautical Charges, interest and our costs incurred, however, where your grounds for a dispute are reasonable, we will not exercise our rights under this Clause 8.3 unless we have first sought to negotiate with you in good faith to resolve the dispute, and given you a further 14 days written notice regarding our intended actions.
- (b) You acknowledge that we have the rights conferred by this Clause 8.3, and submit to the obligations to pay under this Condition.
- (c) You acknowledge and agree that if we detain your aircraft or take any other action as a result of the non payment of Aeronautical Charges, all costs incurred by us become payable by you, including any costs for security incurred during any detention period.

8.4. Bank Guarantee Or Bond

- (a) If:
 - (i) on two or more occasions you have failed to pay Aeronautical Charges (which are not subject to a reasonable dispute) by the date specified within the invoice rendered; or
 - (ii) we have at any time commenced recovery action against you; we may require that you provide us with a Bank Guarantee or Bond in accordance with this Clause 8.4.

- (b) Where we have requested a Bank Guarantee or Bond from you and it is not provided, we may:
 - (i) refuse to allow any or all of your aircraft to use the Airport;
 - (ii) refuse you or any entity associated with you access any part of the Airport; and
 - (iii) report your conduct to such credit reference organisations as we deem to be appropriate; until you provide us with a suitable Bank Guarantee or Bond.

9. SECURITY

- (a) If we request a Bank Guarantee or Bond from you as security for your use of our Facilities and Services, you must provide that Bank Guarantee or Bond within 30 days of our request.
- (b) The amount of the Bank Guarantee or Bond will be the greater of:
 - i. K50,000.00;
 - ii. aggregate of the previous three months Charges payable by you to us; or
 - iii. any other amount we consider appropriate.
- (c) We may on 30 days written notice require you to increase the amount of the Bank Guarantee or Bond if:
 - i. you fail to pay any Charges; or
 - ii. you fail to comply with any of these conditions.
- (d) You acknowledge that if you fail to pay any Charges, or cause any damage to the Facilities and Services or anything else at the Airport we may draw upon the Bank Guarantee or Bond without notice to you to compensate us for any loss or damage sustained by us.
- (e) If we draw upon the Bank Guarantee Bond, you must immediately give us a replacement Bank Guarantee or Bond for the amount required under this Clause 9. You may be prohibited from using the Facilities and Services until a replacement is provided.

10. SALE OF AIRCRAFT

- (a) If any Aeronautical Charge is not paid within 90 days of the date of the invoice for that Charge, we may sell your aircraft, and/or any other item of your property at the Airport, to recover any amount outstanding including interest, costs and administration fees.
- (b) We are entitled to nominate the method by which we will sell the Aircraft or other detained property, in accordance with Schedule 3, and by using the Facilities and Services, you agree that we are entitled to do so.
- (c) We will not be liable for any loss, liability or exposure you incur arising out of:
 - (i) anything we do or do not do in exercising our right of sale under these Conditions, including not obtaining a market price; and
 - (ii) our application of the sale proceeds

11. FACILITIES AND SERVICES UNAVAILABLE

- (a) We will endeavour to keep our Facilities and Services at the Airports available for use, however their use may be unavailable wholly or partly for operational purposes, maintenance, or any new development or events beyond our reasonable control.
- (b) If the Facilities and Services become partly or wholly unavailable we will use our best endeavours to publish details of which Facilities and Services will be unavailable approximately 30 days prior to this occurring. This is subject to Clauses 3.1, 14.2, and 14.3
- (c) We may at any time on short notice declare that any of our Facilities and Services are wholly or partly unavailable for use due to safety or operational requirements. We will use our best endeavours to notify you of any unavailability. It is your responsibility to arrange use of alternate facilities or services.

12. SERVICES WE DO NOT PROVIDE

- (a) We do not provide:
 - i) aircraft, building, motor vehicle or other security services (other than those detailed in Clause 13);
 - ii) air traffic control services;
 - iv) en-route services;
 - v) meteorological services;
 - vi) hangar facilities except where special arrangements are in place;
 - vii) quarantine waste disposal, customs or immigration services;
 - viii) mechanical repair/maintenance services;
 - ix) groundhandling services, re-fuelling services and apron services other than allocating aircraft parking bays;
 - x) environmental cleanup services; and
 - xi) non visual navigation aids services
- (b) Our Charges do not include fees for any services listed in Clause 12(a), or fees for things we provide outside the scope of these Conditions.
- (c) The following PNGCASA mandatory levies and fees are incorporated in our charges.
 - i) 10% of Passenger Facilities Charge Domestic (PCFD)
 - ii) 15% of Passenger Facilities Charge International (PCFI)
 - iii) 10% of Safety & Security Charge (SSC)

13. AIRPORT SECURITY

13.1. Airport Security

NAC is responsible for all Airport security arrangements and emergency response activities under the CA Act, CA Regulations, CASAPNG instruments or directions and additional security measures which may be imposed on NAC by any Law from time to time.

NAC is the authorised screening authority for both passenger screening and checked baggage screening within all Airport Terminal Buildings where required.

13.2. Airport Security Program (ASP)

The Airport Security Program outlines NAC's requirements for security at its Airports. The Air Operator must comply with the Airport Security Program which is incorporated in NAC's Airport Expositions for each Airports.

13.3. The Card

The Air Operator and its employees, agents and contractors must apply to NAC for a Card before they will be permitted access to and use of the restricted areas and controlled areas of an Airport. The Air Operator and its employees, agents and contractors must display the Card above the waist in a visible location on the person at all times while at an Airport and must produce it for inspection by NAC or by any other lawful authority at any time. Application forms are available from NAC at the address and contact numbers at the start of these Conditions of Use.

13.4. Card Application Security Checks

As part of the application for the Card, the Air Operator and its employees, agents and contractors acknowledge that NAC are able to conduct a detailed police background investigation and law enforcement check on all applicants, which will include a check on the applicant's criminal history to determine their suitability to possess a Card. More information about this, and about the applicant's consent for NAC's security checks, is on the NAC Card application form. An Air Operator must pay NAC's reasonable fees for a Card on making the application.

13.5. Card Conditions of Use

If NAC issue the Air Operator or its employees, agents and contractors with a Card, the Card is issued on NAC's Card issuing conditions on the Card application form available by contacting NAC at the address or numbers at the start of these Conditions of Use. The Card remains NAC's property at all times and must be surrendered to NAC or any other lawful authority on demand or when the Air Operator's staff member's employment ceases or when it is no longer required.

13.6. Screening Authority for An Airport

NAC is the authorised screening authority for all passenger screening and checked baggage screening at points within its Terminal Buildings. The requirements for screening are prescribed by CASAPNG. An Air Operator and NAC must comply with these screening requirements.

13.7. NAC Committees

NAC has the following committees in relation to Airport security and emergency management at each of its airports:

13.7.1 The Airport Security Committee which meets every three months.

13.7.2 The Airport Emergency Committee which meets every three months.

13.7.3 The above are both regulatory requirements of CASAPNG as established through the CA Act. NAC invites Air Operators to be represented on these committees so that their respective interests in these matters may be presented and that they might discharge their obligations to contribute to and approve of the formulation of relevant policies and

procedures for security and emergency management.

13.7.4 NAC may also request Air Operators to participate in other committees such as an Airport bird and wildlife committee” and an “apron safety committee”.

13.8. NAC Exercise and Training

NAC conduct regular emergency and security exercises mandated annually at each of its airports which includes training for an Air Operator and its employees, agents and contractors on a variety of Airport related activities and procedures (which includes security and emergency procedures). NAC will give an Air Operator reasonable prior notice when each of these exercises and training will be conducted. NAC strongly recommend that an Air Operator send a representative and any new employees to each of these exercises. The Air Operator and its employees must participate in these exercises if NAC requests. Each Air Operator is responsible for any costs associated with participating in the exercises outlined in this Clause 13.8.

13.9. Building or Construction Works in Restricted Area

If required, before an Air Operator may undertake any construction or modifications to buildings or other structures on an Airport which are on a Restricted Area, or which may impact the security of Restricted Area of an Airport, the Air Operator must first have security clearance from the NAC and, if applicable, also from PNGASL and/or CASAPNG. Where reasonably necessary, NAC may ask that the Air Operator have security personnel supervising any building or construction work in a Restricted Area at all times.

In addition, NAC, CASAPNG or any lawful authority may supervise the Air Operator’s building or construction work in a Restricted Area of an Airport. NAC may invoice the Air Operator for the reasonable costs and expenses (on a full recovery basis) if NAC require security personnel to supervise the Air Operator’s building or construction work.

In performing any building work on an Airport, the Air Operator must also comply with all relevant NAC requirements and all relevant Laws. If there is a failure in security or a breach of NAC security requirements, NAC may take any reasonable action necessary to re-secure the Air Operator’s area at the Air Operator’s expense until such time as the area is re-secured.

NAC and/or its officers, employees, agents and contractors will not be liable for any Loss whatsoever that the Air Operator may suffer as a direct or indirect consequence of NAC and/or its officers, employees, agents and contractors having to take any reasonable action necessary to re-secure the Air Operator’s area until such time as the area is re-secured and the Air Operator will indemnify and keep indemnified NAC and/or its officers, employees, agents and contractors from any Loss which they may pay, suffer or incur as a result of NAC and/or its officers, employees, agents and contractors having to act.

13.10. Building Activity Approvals

Building activities on an Airport are regulated by the NAC and relevant building boards and town planning authorities in the area in which an Airport is located. Activities detrimental to the airport safety and security shall not be allowed at the airports including areas under lease arrangements with the Airport Operator.

14. PRIORITY USE OF AN AIRPORT

14.1. Access

NAC will provide to an Air Operator, access to an Airport as described in these Conditions of Use (as varied from time to time pursuant to Clause 2.2.6 of these Conditions of Use) and in accordance with the Air Operator's lease conditions (if applicable) and with the Law.

14.2. Unplanned Interruptions And Shutdowns

NAC may close or be directed to close an Airport or part of an Airport or interrupt or shutdown a service, equipment or facility at any time if required by Law or, if NAC believes it necessary to deal with an emergency or an Airport security incident. NAC will use all reasonable endeavours to:

- 14.2.1 Minimise the impact of any Environmental Issues;
- 14.2.2 Give the Air Operator reasonable notice of a closure or interruption in these circumstances, but the Air Operator acknowledges that in some circumstances this may not be possible; and
- 14.2.3 minimise the effect of any such unplanned closure, interruption or shutdown on the Air Operator.

14.3 Planned Interruptions And Shutdowns

NAC may close an Airport or part of an Airport or interrupt or shutdown a service, equipment or facility at any time if NAC believes it necessary for its repair or maintenance or because of building or construction work occurring at an Airport. In such cases, NAC will, wherever it is reasonably possible to do so;

- 14.3.1 Issue a NOTAM when applicable;
- 14.3.2 Consult, and agree a project plan, with the Air Operators;
- 14.3.3 Give prior notice in accordance with these Conditions of Use of such a closure or interruptions;
- 14.3.4 Use reasonable endeavours to minimise the effect of any such closure or interruption upon Air Operators.

14.4 Liability For Planned Or Unplanned Interruptions And Shutdowns

NAC and/or its officers, employees, agents and contractors will not be liable for any Loss whatsoever that the Air Operator may suffer as a direct or indirect consequence of a planned or unplanned closure, interruption or shutdown of any Airport or part of an Airport. The Air Operator will indemnify and keep indemnified NAC and/or its officers, employees, agents and contractors from any Loss which they may pay, suffer or incur as a result of NAC and/or its officers, employees, agents and contractors having to act.

14.5 Interruptions By Air Operators

If in the reasonable opinion of the Managing Director, an Air Operator's Aircraft, equipment or facilities or activity may interrupt or otherwise compromise the safe and/or viable operation of an Airport, the Managing Director may remove, cause to be removed or direct the Air Operator to remove those Aircraft, equipment, or facilities or direct or cause the cessation of those activities. The Air Operator will indemnify and keep indemnified the Managing Director and/or its officers, employees, agents and contractors and each of them from any Loss which they or either of them may pay, suffer or incur as a result of the Managing Director having to act at any of the airports owned and operated by NAC.

14.6 Safety Risk By Air Operators

NAC and/or its authorised officers and employees may, in their absolute discretion, refuse an Aircraft and/or an Air Operator access to an Airport or any part of an Airport where it considers that an Aircraft or Air Operator may jeopardise or put at risk the safety or cause risk of damage to an Airport in any way. NAC and/or its authorised officers and employees will not be liable for any Loss

whatsoever that the Air Operator may suffer as a direct or indirect consequence of NAC and/or its authorised officers and employees refusing an Aircraft and/or an Air Operator access to an Airport or part of an Airport. The Air Operator will indemnify and keep indemnified NAC and/or its authorised officers and employees from any Loss which they may pay, suffer or incur as a result of NAC and/or its authorised officers and employees having to act.

14.7 Managing Director's Discretion

The discretion conferred on the Managing Director under this Clause 14 and Clause 18.14 entitle the Managing Director to take whatever steps may be reasonably necessary and as expeditiously as possible to maintain the safety of an Airport. Additionally, nothing in these Conditions of Use limits NAC's or the Managing Director's rights to take any other action permitted by these Conditions of Use or at Law, including a right to seek injunctive relief to stop an Air Operator from Use of an Airport or using any Aeronautical Services. The Air Operator will indemnify and keep indemnified NAC and/or its authorised officers and employees and the Managing Director from any Loss which they may pay, suffer or incur as a result of the Managing Director having to act and/or exercise such rights.

15. SCHEDULING RULES

15.1 NAC Scheduling Rules

NAC has set out in Schedule 5 to these Conditions of Use the Scheduling Rules to apply from the Effective Date for the Use of an Airport.

15.2 How NAC Will Change Scheduling Rules

If NAC wants to change the Scheduling Rules, NAC will first consult with the affected Air Operators and seek their consent to the change. Such consent must not be unreasonably withheld or delayed by the Air Operators. If the affected Air Operator fails to respond to NAC's request for consent within 14 days after NAC requests it, the Air Operator is deemed to have consented to the change in the Scheduling Rules. Once consented to (either actual or deemed), NAC will submit the change to the Airport Facilitation Committee for ratification.

15.3 Compliance With Scheduling Rules

The Air Operator agrees to comply with the Scheduling Rules (as amended from time to time as provided for in these Conditions of Use) at all times and the reasonable directions of NAC officers, employees, agents and contractors provided that they are acting in accordance with the Scheduling Rules.

16. CONSULTATION

In addition to the undertakings in Clauses 4.8 and 2.2.6 of these Conditions of Use, NAC agrees to meet and or consult with Air Operators (either directly or through relevant industry bodies) as often as required by NAC, and in addition to existing statutory or regulatory obligations, to discuss matters which may have a material effect on Airport Facilities and Aeronautical Services including but not limited to:

- 16.1. Airport master plans;
- 16.2. Airport land use planning and property development;
- 16.3. Airport terminal development;
- 16.4. Capital expenditure programs;
- 16.5. Customer service standards;
- 16.6. Environmental strategies and plans;
- 16.7. Safety and security requirements and initiatives;
- 16.8. Fleet mix and scheduling programs;
- 16.9. Slot management and on time performance;
- 16.10. Statistical data for planning purposes; and
- 16.11. Facilitation and processing requirements.

17. INFORMATION SHARING

17.1. Information To Be Provided To NAC

Within seven (7) Calendar Days after the end of each calendar month, the Air Operator shall furnish to NAC a monthly summary (by flight) of the information required as per Schedule 6 and particularly in accordance with Clause 6.1 (c). This information will be used to determine the Air Operator's use of an Airport and utilisation of the Aeronautical Services and also to calculate the Aeronautical Charges.

17.2. Why NAC Needs Statistical Information

The statistical information the Air Operator provides to NAC under Clause 17.5 is extremely important to NAC. It is required, not just for the purposes of calculating Aeronautical Charges, but also to provide statistical data to assist NAC to monitor growth in activity and efficiently manage an Airport. It will also assist NAC in its future planning and to ensure that the Air Operator's future needs are catered for. Statistics also enable NAC to be more proactive in assisting RPT Operators to grow passenger demand.

17.3 Occasional Users

If an Air Operator will be using an Airport once or occasionally, then before such Air Operator arrives (or as soon as practicable after arrival) such Air Operator must complete and give NAC by hand delivery, fax or e-mail the information set out on the form in Schedule 4.

17.4 Regular Users

If an Air Operator is a regular user of an Airport, to the extent that such information has not already been provided, an Air Operator will provide NAC with (by mail, hand delivery, fax or e-mail):

- 17.4.1 The information required by the form set out in Schedule 4 (or such other form that is agreed);
- 17.4.2 Reasonable evidence that an Air Operator has emergency procedures that comply with the Airport Emergency Plan and the Law;
- 17.4.3 Reasonable evidence that an Air Operator has security procedures that comply with NAC security requirements and the Law;
- 17.4.4 The names, addresses, telephone numbers, facsimile numbers and all other contact details for an Air Operator's key personnel (NAC must be able to contact an Air Operator at any time during the day or night in respect of an emergency, security matters or operational matters with respect to an Air Operator's Use of an Airport. NAC will comply with any reasonable privacy obligations in relation to this personal information of an Air Operator's key personnel;
- 17.4.5 The provision of other information in accordance with these Conditions of Use; and
- 17.4.6 An Air Operator must use their best endeavours to promptly notify NAC of any changes to their information (including changes to flight schedules).

17.5 Other Information

NAC and RPT Operators and their representative organisations shall meet twice a year to discuss and review the information requirements of NAC with a view to ensuring that RPT Operators continue to provide to NAC in a timely and meaningful fashion information which is essential to NAC efficiently running its operations and to achieving mutually acceptable parameters with respect to the provision of such information. An RPT Operator shall furnish to NAC, in such form as NAC may from time to time reasonably require, further information (if the RPT Operator ordinarily collects such information and it is readily accessible) relating to the RPT Operator's Use of an Airport and utilisation of Aeronautical Services relating to, but not limited to:

17.5.1 Traffic Information

In addition to the data that the Air Operators are required to submit as per Schedule 6, the following shall be included if different from that shown in Schedule 6:

- a. passengers carried and load factors by Route;
- b. diversions Aircraft - number of passengers who disembarked;
- c. diversion aircraft identifying those Aircraft which landed and departed with disembarking passengers;
- d. number of Infants, wheelchair passengers and other passengers with special needs;
- e. freight/mail statistics (details as for passengers above if possible); and
- f. flight specific information as required by NAC from time to time.

17.5.2 Environmental Issues

Commitment to discuss new targets in respect of:

- a. fuel/oil spills;
- b. noise generation;
- c. food/litter control; and
- d. bird strike incidents

17.5.3 Product

Early notification of contemplated changes in:

- a. Aircraft type changes;
- b. new technical systems, security procedures, etc; and
- c. change in or proposed changes to the ground Handling Agent

17.5.4 Surveys

Agreement to share information in regard to:

- a. relevant Airport information in the Air Operator's survey; and
- b. reasonable access to the Air Operator's passengers for NAC surveys with prior notice.

17.6 Method Of Delivery of Information

An Air Operator must provide NAC with information requested in Clause 6, Schedule 4 and Schedule 6:

- 17.6.1 if appropriate, by e-mail to NAC's e-mail address (NAC prefers this method where possible); or
- 17.6.2 electronic file transfer; or
- 17.6.3 by any other means that NAC agree with an Air Operator.

18. PAYMENT OF AERONAUTICAL CHARGES

18.1 Payment of Aeronautical Charges

- 18.1.1 It is a condition of the Use of an Airport that an Air Operator pays the Aeronautical Charges relating to its utilisation of the Aeronautical Services. The Aeronautical Charges are set out in Schedule 2. All Aeronautical Charges accrue from day to day and, unless otherwise agreed in writing by NAC, are payable to NAC within 30 calendar days from the date of the invoice.
- 18.1.2 All Aeronautical Charges are to be settled in PGK, unless a credit account has been established by NAC for the Air Operator in accordance with Clause 18.2.

18.2 Credit Accounts

- 18.2.1 NAC is not obliged to approve an application for credit by an Air Operator.
- 18.2.2 If NAC approves the credit account NAC will notify the subject Air Operator and establish a credit account.
- 18.2.3 NAC may suspend a credit account at any time by providing the subject Air Operator with seven (7) calendar days notice.
- 18.2.4 NAC may require a bank guarantee from the Air Operator as security for payment in accordance with Clause 18.3.

18.3 Bank Guarantee

- 18.3.1 NAC may require a bank guarantee prior to or at any time after establishing a credit account for an Air Operator. The subject Air Operator will be notified by NAC of the requirement for a bank guarantee and of the reasons for such a bank guarantee being required. Any bank guarantee required by NAC must be obtained by the subject Air Operator from an institution approved by NAC and on terms wholly satisfactory to NAC.
- 18.3.2 The relevant Air Operator must provide NAC with a replacement or additional bank guarantee if;
- a. NAC calls on the bank guarantee in place, or
 - b. NAC increases the amount to be secured by the bank guarantee.
- 18.3.3 Without limiting its rights under other clauses of these Conditions of Use and in addition to any other rights it has, NAC reserves the right to suspend an Air Operator's credit account for any non-compliance with this Clause.
- 18.3.4 NAC may, in its absolute discretion, accept another form of security other than a bank guarantee.

18.4 Liability For The Aeronautical Charges

The Aeronautical Charges are fixed and recoverable as a debt due to NAC under the CA Act as amended. In accordance with the CA Act, NAC holds the Air Operator liable for the payment of all Aeronautical Charges, interest and costs incurred by an Air Operator utilising the Aeronautical Services.

18.5 Investment In Aeronautical Services

Minor investments in Aeronautical Services have been taken into account by NAC in setting the Aeronautical Charges. If NAC decides to make a major investment in Aeronautical Services, NAC may, in compliance with the CA Act, increase the Aeronautical Charges. For the purpose of this section, periodic or cyclic pavement maintenance are defined as major investments. Specific maintenance including pavement repairs whilst they incur high upfront costs are considered minor investment as they are not as cost prohibitive as periodic maintenance costs. Specific pavement repairs, terminal building refurbishments and other non-cyclic costs are incorporated in our Capital Investment charge.

18.6 Changes To Aeronautical Charges

The Aeronautical Charges detailed in Schedule 2 apply from the Effective Date and have been calculated by NAC assuming certain traffic forecasts. NAC reserves the right to review and vary Aeronautical Charges at any time in the event of the occurrence of an unexpected event which has a material effect on such traffic forecasts, in which case NAC may, in compliance with the CA Act, vary the Aeronautical Charges.

18.7 Annual CPI Adjustment

The Aeronautical Charges will be adjusted annually as at 31 December each year (the Adjustment Date) in direct proportion to any increase in the CPI for the 12 month period between the CPI for the quarter ending immediately before the relevant Adjustment Date and the CPI for the quarter ending immediately before the Adjustment Date in the immediately preceding year. The first adjustment will occur on 1 April 2014 by reference to the growth in the CPI for the four quarters between 1 January 2013 and 31 January 2014.

18.8 Aviation Infrastructure Improvements And Facilities Investments

Agreed details of major terminal upgrades and methodology will be provided to relevant parties from time to time in accordance with these Conditions of Use.

18.9 Invoicing And Payment Of The Aeronautical Charges

18.9.1 To enable invoices to be forwarded in a timely manner, aircraft landing and passenger number information must be submitted to the NAC within seven (7) calendar days of the end of each calendar month. For RPT Operators the aircraft landing and passenger numbers must be submitted in the form specified in Schedule 6.

18.9.2 Invoices for the Aeronautical Charges are prepared on a monthly basis and will be issued during the first week of the following month.

18.9.3 The invoice will detail the Aeronautical Charges incurred by the Air Operator.

18.9.4 A statement of account will also be issued monthly giving details of current invoices, amounts overdue for payment, cash receipts, account adjustments and outstanding balance.

18.9.5 Payment of all invoices is required by no later than the end of the calendar month immediately following the date of the invoice for the Aeronautical Charges (the "Due Date").

18.9.6 Payment of an invoice can be made by mailing a remittance advice and cheque direct to NAC, or if previously agreed in writing between NAC and the Air Operator, by direct deposit payable into NAC's bank account, details of which can be obtained from NAC. Alternatively, the Air Operator may pay in person, by cash, credit or debit card (during NAC business hours 0800 to 1700 Monday to Friday) at NAC's management centre.

18.10 Interest And Recovery Costs On Unpaid Aeronautical Charges

18.10.1 NAC may charge interest at the Interest Rate on any Aeronautical Charges which have not been paid in accordance with any written agreement for payment made between NAC and the Air Operator or, in the absence of such agreement, from the Due Date.

18.10.2 NAC may recover from the Air Operator any reasonable costs of recovering any unpaid Aeronautical Charges including, without limitation, any reasonable legal fees.

18.11 Refusal Of Access

NAC may refuse access to any Airport, Use of any Airport and/or utilisation of any Aeronautical Services in respect of any Air Operator (or in respect of any Aircraft) where there has been a failure to pay NAC any amount of Aeronautical Charges due and payable to NAC in accordance with any written agreement for payment made between NAC and the Air Operator or, in the absence of such agreement, by the Due Date and such amount remains outstanding. NAC and/or its authorised officers and employees will not be liable for any Loss whatsoever that the Air Operator may suffer as a direct or indirect consequence of NAC and/or its authorised officers and employees refusing

access to any Airport, Use of any Airport and/or utilisation of any Aeronautical Services to any Air Operator (or in respect of any Aircraft). The Air Operator will indemnify and keep indemnified NAC and/or its authorised officers and employees from any Loss which they may pay, suffer or incur as a result of NAC and/or its authorised officers and employees having to act.

18.12 NAC Right To Exercise A Lien

For so long as any Aeronautical Charges remain unpaid after either the date they are due in accordance with any written agreement for payment made between NAC and the Air Operator or, in the absence of such agreement, by the Due Date, NAC may elect to claim a lien on an Aircraft in compliance with the CA Act.

18.13 Disputed Accounts

Every effort will be made to settle disputes and if necessary adjust accounts prior to the next invoicing run so that the next statement and invoice will be in order. Invoices are produced at the beginning of each month. Prompt advice of problems will assist in ensuring that any necessary adjustments can be made.

If an Air Operator disagrees with an invoice or asserts that an invoice contains a discrepancy, then the Air Operator or its appointed Handling Agent must within ten (10) days of notification to NAC of the asserted disagreement or discrepancy (or forthwith upon NAC having submitted a written request to the Air Operator or its Handling Agent) provide NAC with copies of all the necessary registration particulars of the Air Operator involved to enable verification by NAC of the particulars of the flights of such Aircraft landing at the relevant Airport(s) during the relevant period and such further or other information as NAC may reasonably require for the purpose of resolving the dispute or discrepancy. This provision also applies to the furnishing of copies of extracts from Aircraft flight manuals to enable verification of Aircraft weight. The Air Operator agrees to abide by NAC's decision in respect of any disputed account.

18.14 Movement Of Parked Aircraft

An Airport General Manager, acting reasonably, may by written notice (except in cases of an emergency where verbal notice is permitted) at any time require an Air Operator either to move a parked aircraft to another position, or remove it from an Airport. Failure to comply with the notice within the period specified will render the Air Operator liable to a charge equivalent to the appropriate landing charge as specified in Schedule 2 for every hour or part of an hour during which the Aircraft remains in position after the period specified by the Airport General Manager for the moving or removing of the Aircraft has expired. Nothing in this clause prevents the Airport General Manager removing or arranging to be removed any Aircraft in accordance with Clause 14.5.

The Airport General Manager and NAC are not liable for any Loss or damage suffered by the Air Operator whatsoever, including, but not limited to:

- (a) Loss suffered to the Air Operator's Aircraft; and
- (b) Claims against the Air Operator by third parties;

directly or indirectly caused by the Airport General Manager moving or removing the Air Operator's Aircraft unless caused by the Airport General Manager's negligence or the negligence of NAC's officers, employees, agents or contractors and the Airport General Manager and NAC will not be liable for any Loss whatsoever that the Air Operator may suffer as a direct or indirect consequence of the Airport General Manager removing or arranging to be removed any Aircraft in accordance with Clause 14.5. The Air Operator will indemnify and keep indemnified the Airport General Manager, NAC and NAC's officers, employees, agents or contractors from any Loss which they may pay, suffer or incur as a result of the Airport General Manager or NAC and/or NAC's officers, employees, agents or contractors having to act.

18.15 No Set-Off

Without the express written consent of NAC, the Air Operator is not permitted to make any set-off against or deduction from the Aeronautical Charges.

18.16 Navigation, En-Route And Meteorological Charges

The Aeronautical Charges are only for Aeronautical Services and are exclusive of charges for Excluded Services. These Excluded Services are provided by PNGASL on its own behalf. Charges for these Excluded Services are payable to PNGASL under the CA Regulations. Any queries relating to these Excluded Services should be made to PNGASL.

18.17 Apron Service Charges

The Air Operator should enter into a separate agreement for apron services which is required to be approved by NAC. The names of approved service providers who operate from an Airport can be obtained on request from NAC.

18.18 Parking Charges

There are no charges for parking of Aircraft at present, however it is intended that they will be introduced in certain circumstances in the future.

18.19 Rebates

NAC intends to encourage new business and to grow existing business by providing, at its discretion, a series of rebate incentives which have been formulated on a fair, equitable and even handed basis.

Prior written applications for rebates, which may be considered to be developing the total aviation business at an Airport, should be made to the Managing Director. The granting of any of the rebates shall be in accordance with the CA Act, be at the sole and absolute discretion of the Managing Director in all respects and the decision of the Managing Director in this regard shall be final and binding on Air Operators.

18.20 Audit And Inspection

On notice by NAC, an Air Operator must provide NAC, or any auditor or accountant appointed by NAC, with access to an Air Operator's records, including but not limited to, its financial and operational records, data and any other documentation in the possession, custody or control of the Air Operator relating to the Air Operator's business, for the purpose of allowing NAC to ensure that the Air Operator is complying with all of its obligations imposed on it under these Conditions of Use.

18.21 Co-operation

An Air Operator must co-operate fully in any audit and inspection, including:

- 18.21.1 Providing appropriate and secure office facilities in the relevant premises to enable the audit to be undertaken;
- 18.21.2 Providing originals and copies of any documents, records or data;
- 18.21.3 Making appropriate personnel available to answer questions;
- 18.21.4 Assisting with, and if requested, participating in the audit.

18.22 Document Maintenance, Production and Retention

An Air Operator shall keep adequate, up-to-date records concerning an Air Operators Use of an Airport and utilisation of the Aeronautical Services under these Conditions of Use, in a manner that enables them to be conveniently audited and, for financial records, in accordance with any generally accepted accounting standards and generate, maintain and produce on request by NAC or any auditor appointed by NAC, all financial and operational records (including adequate archival records of an Air Operator's business operations and other relevant data), which:

- 18.22.1 are reasonably required to demonstrate an Air Operator's compliance with these Conditions of Use and to enable the proper recovery of Aeronautical Charges by NAC from an Air Operator; or

18.22.2 are required by any Law, and maintain such records in an accessible and secure form for a period of at least 7 years from the date of their creation, or longer if required by these Conditions of Use or by Law.

18.23 Discrepancies

If an audit or inspection reveals that an Air Operator has not been supplying sufficient information as required under Clause 6, Clause 18, Schedule 4 and Schedule 6 of these Conditions of Use, or has been supplying inaccurate or otherwise incorrect information that has led to NAC not recovering the correct amount of Aeronautical Charges to which they are otherwise entitled to, then without limiting NAC's other rights or remedies at Law and pursuant to these Conditions of Use, the subject Air Operator must within 14 days after written demand for payment has been made by NAC;

18.23.1 reimburse NAC the amount of the undercharge, plus interest on such amount calculated at the Interest Rate for the period beginning on the day the Air Operator paid such amount and ending on the date the amount is reimbursed; and

18.23.2 pay to NAC all costs incurred by NAC for the inspection and audit of the Airline Operator;

without limiting any other rights or remedies of NAC at Law and pursuant to these Conditions of Use, if an audit or inspection reveals that an Air Operator is not complying with the Law, any audit requirement or otherwise with these Conditions of Use, the subject Air Operator must take such action as is necessary promptly to remedy the non-compliance.

18.24 Costs Of Audits And Inspections

Subject to Clause 18.23, NAC will bear its own costs associated with audits and inspections.

18.25 Access

An Air Operator must allow at any time during normal business hours, after NAC has given the Air Operator 48 hours prior written notice, an accountant or auditor appointed by NAC to inspect and verify any of the records required to be maintained by the Air Operator under Clause 18.22 of these Conditions of Use. The Air Operator must give all assistance reasonably necessary to that accountant or auditor to carry out that inspection and verification and must permit that accountant or auditor to take copies of or extracts from those records at NAC's cost.

19. GOODS & SERVICES TAX (GST)

19.1 Definitions

Terms used in this Clause have the same meaning as in the **Goods and Services Tax Act 2003** ('GST Act') unless the contrary intention appears.

19.2 GST Variation

If there is any increase or decrease in the GST rate after the commencement of these Conditions of Use, the consideration payable for that supply shall be increased or reduced accordingly so that after remitting GST, the amount retained by NAC shall be the same as the amount retained by NAC immediately prior to the increase or decrease.

19.3 Consideration Exclusive Of GST

The consideration payable by an Air Operator under or in connection with these Conditions of Use is exclusive of GST.

19.4 Additional Amount On Account Of GST

If any supply by NAC to an Air Operator under or in connection with these Conditions of Use is subject to GST, the Air Operator will pay an additional amount on account of GST calculated by multiplying the consideration for the supply by the prevailing GST rate.

19.5 Timing Of Additional Amount

Any additional amount on account of GST must be paid by an Air Operator to NAC without deduction or set-off and is payable by an Air Operator to NAC at the same time and in the same manner as the consideration for that supply is payable under these Conditions of Use.

19.6 Tax Invoice

If NAC makes a supply to the Air Operator which is subject to GST, the invoice which NAC shall issue pursuant to these Conditions of Use will be in the form of a tax invoice.

20. USER PERSONNEL

- (a) We may require you to replace any staff members working at the airport in the event we determine their presence is not in the best interest of the Airport.
- (b) We must give you written notice of our requirement under Clause 20(a).
- (c) Following the receipt of a notice given under Clause 20(b), you have 48 hours in which to investigate the matter, and discuss it with us. This time period may be extended by us at our reasonable discretion.
- (d) This Condition does not entitle us to require you to terminate the employment or contract with any person, but we may restrict that person's access to the Airports.

21. FORCE MAJEURE EVENT

21.1 Non Performance

Any failure or delay in the performance by either NAC or an Air Operator of its obligations under these Conditions of Use shall not constitute a breach thereof or give rise to any claims for damages on the basis, and to the extent that it is caused by a Force Majeure Event beyond the control of NAC or an Air Operator.

21.2 Notice Of Effect Of Force Majeure Event

If by a Force Majeure Event a Party is rendered wholly or partly unable to carry out its obligations under these Conditions of Use or is delayed in doing so, that Party must within 10 business days of the occurrence of the Force Majeure Event give notice to the other Party stating the date of occurrence of the Force Majeure Event and its nature.

21.2.1 A Party so affected must give notice of the termination of the circumstances constituting a Force Majeure Event; and pay to NAC all costs incurred by NAC for the inspection and audit of the Airline Operator; and

21.2.2 The Party claiming a Force Majeure Event must use all reasonable efforts to remove the cause of it.

21.3 Extension To Perform

If:

(a) A Force Majeure Event substantially prohibits the performance by a Party of its obligations under these Conditions of Use within any period during which that Party is required to carry out such obligations; and

(b) notice of the Force Majeure Event is given as required in Clause 21.2;

the period during which such obligations are to be performed or carried out is extended for a period equal to the period during which such obligations are substantially prohibited as a result of the Force Majeure Event.

21.4 No Prejudice

If a Party has given notice under Clause 21.2 and the Force Majeure Event continues for a period of three months after the notice is given, the Parties must consult in good faith in order to determine what steps should be taken by them to carry out the intentions of these Conditions of Use. If within a period of 28 days the Parties are unable to agree on any such steps, NAC may terminate the application of these Conditions of Use to an Air Operator and no Party will be under any further obligation to any other Party, but each Party remains responsible for the performance of its obligations under these Conditions of Use arising prior to the date of such termination.

22. DISPUTE RESOLUTION

22.1 Procedure

If a party considers that a dispute has arisen in connection with these Conditions (Issue), then the parties must follow the procedure set out in this Clause 22 to resolve the Issue. In particular before commencing court proceedings the parties must first comply with Clause 22.2 to 22.8.

22.2 Notice Of An Issue

If a party considers there is an Issue, that party must give the other party notice of that Issue. The parties must then attempt to resolve the Issue.

22.3 Authorised Officers To meet

If the Issue remains unresolved for 14 days after a party receives the other party's notice of the Issue, then an Authorised officer from each party must meet at least two times at our office (or at another agreed location) to discuss and attempt to resolve the Issue in good faith. The meetings must take place between the Authorised Officers within 14 days following the issue being referred to the Authorised Officers.

22.4 Failure To Agree

If the Issue remains unresolved for 60 days after the Issue was referred to the Authorised officers, or such longer period as the parties may agree, either party may refer the Issue to their respective Chief Executive Officers.

22.5 Referral To Chief Executive Officers

Each party's Chief Executive Officer or their nominee (CEOs) must then meet at our offices (or at another agreed location) within 14 days of the Issue being referred to the CEOs to discuss the Issue in good faith with a view to resolving the Issue.

22.6 Mediation

If the issue remains unresolved for 90 days after the parties' CEOs have met (or should have met) in accordance with Clause 22.5, then the parties agree that the issue will be referred to mediation. The mediation will take place in Port Moresby, Papua New Guinea and each party will bear their own costs and expenses in respect to the mediation despite the outcome (including legal costs). However, a decision of the arbitrator or mediator will not in any way be binding on either party at any time unless it is agreed to be binding by the parties, and if no agreement is reached between the parties following mediation then they can subsequently institute legal proceedings in regard to the Issue, if required.

22.7 Aeronautical Charges

If the Issue relates to the calculation and payment of Aeronautical Charges, you still have to pay the amount of any Aeronautical Charges that are the subject of a bona fide dispute, unless and until and from such time as the issue is resolved in accordance with this Condition.

22.8 Legal Proceedings

Nothing in this Clause 22 prevents either party from commencing legal proceedings for urgent interlocutory or temporary relief.

23. NOTICES

23.1 Form of Notice

Unless expressly stated otherwise in these Conditions of Use (particularly where NAC prefers e-mail notification), all notices, certificates, consents, approvals, waivers and other communications in connection with these Conditions of Use must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified in Clause 23.6 or the Managing Director of NAC.

23.2 Delivery of Notice

Unless expressly stated otherwise in these Conditions of Use (particularly where NAC prefers e-mail notification), notices to NAC must be either:

23.2.1 left at the address set out in Clause 23.6; or

23.2.2 sent by pre-paid ordinary post (airmail if appropriate) to the address set out in Clause 23.6; or

23.2.3 sent by email to NAC's email address set out in Clause 23.6; or

23.2.4 sent by fax to NAC's fax number set out in Clause 23.6.

Notices to an Air Operator shall be to their last known trading address.

23.3 When Effective

Notices take effect from the time they are received unless a later time is specified.

23.4 Receipt - Post

If sent by post, notices are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Papua New Guinea).

23.5 Receipt - Email and Fax

If sent by email or fax, notices are taken to be received at the time shown in the transmission report as the time that the whole email or fax was sent.

23.6 Receipt - General

If notices are received after 5.00pm in the place of receipt or on a non-business day, they are taken to be received at 9.00am on the next Business Day. For all other notices under these Conditions of Use or correspondence to NAC, use NAC's usual address and contact details:

National Airports Corporation Limited
PO Box 684
BOROKO
National Capital District, Papua New Guinea

Attention: Company Secretary

Telephone: +61 324 4753

Facsimile: +61 325 0870

Email: enquiries@nacpng.com.

24. INDEMNITIES & RELEASES

24.1 Acknowledgement By Air Operators

The Air Operator acknowledges and agrees that NAC and/or its officers, employees, agents and contractors shall not be liable to the Air Operator or any third party in contract, tort or otherwise in respect of the Aeronautical Services rendered by NAC and/or its officers, employees, agents and contractors to an Airline Operator, or in respect of an Air Operator's Use of an Airport and the Air Operator agrees and hereby indemnifies and holds harmless NAC and/or its officers, employees, agents and contractors against any Loss incurred by NAC as a result of claims by third parties against NAC and/or its officers, employees, agents and contractors arising out of or involving the Aeronautical Services rendered by NAC and/or its officers, employees, agents and contractors (except where such Loss is a direct result of the negligence of NAC and/or its officers, employees, agents and contractors), in respect of the Aeronautical Services rendered by NAC and/or its officers, employees, agents and contractors or in respect of an Air Operator's Use of an Airport or otherwise in connection with, but not limited to:

- 24.1.1 A breach of these Conditions of Use by the Air Operator, including any Loss that may result from NAC exercising its right to terminate these Conditions of Use;
- 24.1.2 Loss (to Person or property) and/or Injury caused or contributed to by the Air Operator's act, negligence or default or their respective officers, employees, agents and contractors;
- 24.1.3 Loss caused or contributed to by the Air Operator bringing onto or storing at an Airport dangerous or contaminating substances other than in accordance with the Law;
- 24.1.4 NAC and/or its officers, employees, agents and contractors doing anything which the Air Operator must do under these Conditions of Use but have not done;
- 24.1.5 The overflow or leakage of water into or from any area at an Airport that the Air Operator uses, or fire on or from any area at an Airport that the Air Operator uses;
- 24.1.6 Loss (to Person or property) caused or contributed to by an Air Operator's Use of an Airport by their respective officers, employees, agents and contractors or otherwise relating to the Use of an Airport;
- 24.1.7 The Air Operator's Use of an Airport;
- 24.1.8 Any claims by third parties arising out of Injury of any Person or damage or Loss to property caused (either directly or indirectly) as a result of the Air Operator's Use of an Airport and the legal and other costs incurred by NAC in connection with any such claim; and
- 24.1.9 NAC and/or its officers, employees, agents and contractors exercise of any right to detain, move or remove the Air Operator's Aircraft or NAC and/or its officers, employees, agents and contractors exercising any other rights it has under these Conditions of Use.

24.2 Air Operator Risk

An Air Operator's Use of an Airport is at their risk.

24.3 Air Operator To Release NAC

The Air Operator releases NAC and/or its officers, employees, agents and contractors absolutely and unconditionally from and agree that NAC and/or its officers, employees, agents and contractors are not liable for, liability or Loss arising from, and cost incurred directly or indirectly in connection with any:

- 24.3.1 Loss and/or Injury (to Person or property) unless it is caused by NAC's act, negligence or default or an act, negligence or default of NAC and/or its officers, employees, agents or contractors; and
- 24.3.2 Anything NAC and/or its officers, employees, agents and contractors are permitted or required to do under these Conditions of Use, unless the liability or Loss is caused by NAC's act, negligence or default or the act, negligence or default of NAC and/or its officers, employees, agents and contractors.

24.4 Survival Of Indemnities

The indemnities and releases in these Conditions of Use are a continuing obligation, separate and independent from the other obligations of the Parties and survive termination of these Conditions of Use for whatever reason.

24.5 Enforcement Of Indemnities

It is not necessary for NAC to incur expense or make payment before enforcing a right of indemnity conferred by these Conditions of Use.

24.6 General Limitation Of Liability

NAC will exercise due care and skill in providing the Aeronautical Services to an Air Operator but do not make any representation or warranty in connection with NAC's provision of the Aeronautical Services or an Air Operator's Use of an Airport. NAC's liability for breach of these Conditions of Use is limited to the supplying of the Aeronautical Services again.

24.7 Legislative Limitation Of Liability

If a warranty or condition is implied under any legislation in connection with the Aeronautical Services that NAC provide pursuant to these Conditions of Use and it can be excluded, NAC excludes it to the maximum extent possible by Law and if NAC cannot exclude it, then NAC's liability for breach of that warranty or condition is limited to the supplying of the Aeronautical Services again.

25. INSURANCE

25.1 Air Operators Insurance

An Air Operator must, in connection with its Use of an Airport, maintain with the appropriate insurers and on terms approved by NAC (which approval may not be unreasonably withheld) in the Air Operator's name and, if required by NAC, any other person with an insurable interest for their respective rights and interests:

25.1.1 Public liability insurance for at least K40 million or such higher level of insurance cover that a prudent Air Operator would ordinarily take out (as reasonably requested by NAC from time to time); and

25.1.2 Other insurances which are required by law in connection with an Air Operator's Use of an Airport and a prudent Air Operator would ordinarily take out.

25.2 Additional Obligations

The Air Operator must:

25.2.1 Give NAC reasonable evidence that the Air Operator has complied with Clause 25.1 at the commencement of these Conditions of Use and within five (5) Business Days of NAC having made a written request for such evidence; and

25.2.2 Notify NAC immediately if an insurance policy required by Clause 25.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Air Operator's Use of an Airport.

25.3 NAC insurances

NAC must maintain an Airport operator's liability insurance policy with a limit on indemnity of not less than K400 million.

25.4 Claims On insurances

An Air Operator may not enforce, conduct, settle or compromise claims under any insurance policy required by these Conditions of Use, even if that policy also covers other property, if the claim relates to the Air Operator's Use of an Airport, without first obtaining NAC's prior written consent to the proposed terms.

25.5 Acts Affecting Insurances

An Air Operator must not do anything which may adversely affect rights under any NAC insurance or which may increase any NAC insurance premium payable in connection with its Use of an Airport, provided that, if the Air Operator:

25.5.1 first obtains NAC's consent (which consent shall not be unreasonably withheld); and

25.5.2 do not prejudice the insurance in any respect; and

25.5.3 pay any additional premium that may bring about an increase in an insurance premium payable in connection with the Air Operator's Use of an Airport.

25.6 Noting Interests On Insurance Policies

The insurance policies under this Clause 25 must note NAC's interests and the interests of the Independent State of Papua New Guinea and such other parties (as reasonably requested by NAC from time to time) in respect of the Air Operator's Use of an Airport.

26. CONFIDENTIALITY

26.1 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.

26.2 Obligation Of Confidentiality

Each Party undertakes to the other to keep confidential each other's Confidential Information. Each Party must use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these Conditions of Use. To this end, each Party must not, without the other Party's prior written consent:

- 26.2.1 disclose or in any way communicate to any other person all or any of the other Party's Confidential Information except as permitted by these Conditions of Use; or
- 26.2.2 permit unauthorised persons to have access to places where the other Party's Confidential Information is displayed, reproduced or stored; or
- 26.2.3 make or assist any person to make any unauthorised use of the other Party's Confidential Information, and must take all reasonable steps (including obtaining confidentiality undertakings from officers, employees, agents and contractors who have or may have access to the other Party's Confidential Information) to ensure that the other Party's Confidential Information is not disclosed to any other person by any of the officers, servants, agents, contractors or sub-contractors of any Party. Nothing contained in Clause 25.2 shall detract from or affect the obligations imposed or arising under any other separate confidentiality agreement or undertaking entered into between the Parties.

26.3 Permitted Disclosure

Subject to Clause 26.4, any Party may disclose the other Party's Confidential Information to its employees, officers, agents and contractors in the course of their employment on a need to know basis or to its advisers in relation to its rights under these Conditions of Use. Nothing in these Conditions of Use prohibits the use or disclosure of any Confidential Information to the extent that:

- 26.3.1 the Confidential Information is lawfully in the possession of the recipient of the information through sources other than the Party who disclosed the Confidential Information; or
- 26.3.2 it is required by Law; or
- 26.3.3 it is strictly and necessarily required in connection with legal proceedings relating to these Conditions of Use; or
- 26.3.4 the Confidential Information is generally and publicly available, other than as a result of a breach of confidence by the person receiving the information.

26.4 Conditions Of Permitted Disclosure To Representatives

Each Party must ensure that its employees, officers and contractors, agents and all other persons under its control or direction will be under and will comply with obligations similar to the obligations imposed on it under this Clause 26.

26.5 Notification Of Breach

If any Party's servants, officers, agents or contractors breach the confidentiality obligations contained in these Conditions of Use it must immediately notify the other Party in writing of this and, subject to Clause 26, indemnify the other Party for any direct Loss caused by such breach.

26.6 Damages And Other Remedies

Each Party acknowledges that a breach of this Clause 26 may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, each Party may seek and obtain injunctive relief against such a breach or threatened breach.

26.7 Survival After Expiry And Termination

Clause 26 survives after a Party's other obligations under these Conditions of Use expire and terminate.

26.8 Other Agreements

Nothing contained in this Clause 26 shall detract from or affect the obligations imposed or arising under any other separate confidentiality agreement or undertaking entered into between the Parties.

27. PRIVACY AND DATA PROTECTION

This Clause applies only to the Personal Information collected, used and disclosed by NAC during the term of these Conditions of Use.

27.1 NAC's Obligations

- 27.1.1 NAC will comply with any mutually agreed privacy agreement in respect of all Personal Information collected under these Conditions of Use;
- 27.1.2 NAC will provide access to an individual's Personal Information held by NAC, to the individual to whom the Personal Information relates, upon reasonable notice to NAC and upon payment of NAC's reasonable expenses relating to providing that access (including but not limited to photocopying charges), provided that no application fee for requesting access will be charged.

27.2 NAC's Rights

The Air Operator acknowledges and agrees that NAC:

- 27.2.1 may collect from the Air Operator, the Personal Information which is relevant to NAC's administration and operation of an Airport;
- 27.2.2 may use the Personal Information for purposes related to the purposes described in Clause 27.2.1 which may include, but are not limited to, research by or on behalf of NAC, statistical analysis by or on behalf of NAC, and promotion of the services offered by NAC to third parties including but not limited to tenants, occupiers and users of an Airport;
- 27.2.3 is required to collect some of the Personal Information it will collect under these Conditions of Use so that it may comply with its obligations under or the requirements of legislation, including but not limited to the CA Act and CA Regulations; and
- 27.2.4 may disclose the Personal Information collected under these Conditions of Use for any reason permitted by any Privacy Agreement, which include but are not limited to:
 - a. if NAC is required to do so by law;
 - b. for the purposes of NAC obtaining legal, financial or other professional advice; and
 - c. in the event of a sale, transfer or assignment of the whole or part of NAC's business and/or assets and facilities to a third party, to that third party for their use in operating the business or assets so transferred.

27.3 Air Operator Consent

The Air Operator consents to NAC using and disclosing any Personal Information provided to NAC under these Conditions of Use by the Air Operator for the purposes set out in Clause 27.2.

27.4 Air Operator Acknowledgments

The Air Operator acknowledges and agrees that:

- 27.4.1 it must, if providing the Personal Information of someone other than itself to NAC as required by these Conditions of Use, comply with any privacy agreement in respect of the collection, use and disclosure of that information (including obtaining relevant consents) and take all reasonable steps to ensure that the relevant individual is aware:
 - a. that the disclosure will be made to NAC; and
 - b. of the information described in Clauses 27.1 and 27.2.

28. GENERAL

This Clause applies only to the Personal Information collected, used and disclosed by NAC during the term of these Conditions of Use.

28.1 Entire Agreement

These Conditions of Use:

- (a) constitute the entire agreement between the Parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party, other than as set out in these Conditions of Use.

28.2 Governing Law

These Conditions of Use are governed and construed in accordance with the laws of the Independent State of Papua New Guinea, and the Parties submit to the non-exclusive jurisdiction of the courts of the Independent State of Papua New Guinea.

28.3 Severance

If any provision of these Conditions of Use are or become illegal, invalid, unenforceable or void in any respect then that provision is to be ignored, read down or severed so as to uphold the legality, validity and enforceability of the remaining provisions of these Conditions of Use.

28.4 Waiver

NAC may exercise a right or power conferred on us by these Conditions of Use at their absolute and unfettered discretion and separately concurrently with another power or right. A single or partial exercise of a right or power does not prevent NAC from further exercising that or any other right or power. A failure, delay or omission by NAC to exercise a right or power does not prevent NAC exercising that or any other right or power.

29. SCHEDULES

Schedule 1 – Definitions & Abbreviations

In these Conditions:

Aerodrome Emergency Plan means the document detailing the planning considerations for the efficient implementation of administrative processes to process casualties in the event of an aircraft accident or incident at each Airport. Same is located at the each Airport, and a copy is available to users of the Airport on request.

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

Aerobridge means the aerobridge or aerobridges located at the Airport Terminals and used by you for Departing Passengers and Arriving Passengers, or Transit Passengers.

Aeronautical Charges means the charges for the provision by NAC of the Aeronautical Services to Air Operators and the mandatory charge for CASAPNG payable by Air operators pursuant to these Conditions of Use, as set out in Schedule 2;

Aeronautical Services means services to be provided by NAC to Air Operators at an Airport pursuant to these Conditions of Use including, but not limited to, services in respect of Airfield Activities and Specified Passenger Terminal Activities, but do not include the Excluded Services;

Aircraft means and includes fixed wing aircraft, rotary wing aircraft, balloons powered or un-powered and their parts and accessories, equipment and stores;

Air Operator means an air operator who conducts regular air operations within Papua New Guinea. All charter operators and RPT airlines are Air Operators.

Air Operator Certificate means an air operator certificate issued under Part 119.

Aircraft Owner means the owner of an Aircraft named on the Certificate of Registration;

Aircraft Parking Charges (APC) means parking charges not already covered by the General Landing Charges.

Aircraft Register means the register of Papua New Guinea Aircraft which is maintained by CASAPNG;

Airfield Activities means the activities undertaken (including the facilities and services provided) to enable the landing and take-off of Aircraft, and includes—

- (a) the provision of any one or more of the following:—
 - (i) airfields, runways, taxiways and parking aprons for Aircraft;
 - (ii) facilities and services for air traffic and parking apron control;
 - (iii) airfield and associated lighting;
 - (iv) services to maintain and repair airfields, runways, taxiways and parking aprons for Aircraft;
 - (v) rescue, fire, safety and environmental hazard control services;
 - (vi) airfield supervisory and security services; and
- (b) the holding of any facilities and assets (including land) acquired or held to provide airfield activities in the future (whether or not used for any other purpose in the meantime);

Airmen means a pilot of an Aircraft;

Airport means the physical site of any airport owned or operated by NAC, including all adjacent lands and roads leased, operated or controlled by NAC from time to time;

Airport Emergency Committee means a committee constituted of NAC and Air Operator representatives who meet to discuss handling of Airport emergency matters at each airport from time to time;

Airport Emergency Plan means a plan developed by NAC to co-ordinate all agencies (and their

individual Airport emergency procedures) at each Airport and provincial or area supporting plans for dealing with an Airport emergency;

Airport Facilities means the buildings, water and electrical services, ramp areas, plant, fixed equipment and other fixed items located at an Airport whether leased, owned, operated or controlled by NAC;

Airport Facilitation Committee means a committee established by NAC and consisting of representatives from NAC and other relevant parties who are involved in facilitation matters at each Airport;

Airport Manager means Airport Manager, Operations Manager and/or Safety Officer (in airports where there is no Airport Manager) of the respective NAC Airports or his or her nominee;

Airport Master Plan means the Master Plan for Airports prepared by NAC from time to time;

Airport Operations Manual means a manual required under the CA Act in respect of an Airport setting out, in the approved form, particulars of and operating procedures for an Airport;

Airport Security Committee means a committee constituted of NAC and Air Operator representatives at each Airport who meet to discuss Airport security matters from time to time;

Airport Security Program means the program and/or exposition published by NAC from time to time in respect of an Airport;

Airport Security Manual means the NAC Airport Security Manual adopted at an Airport to safeguard civil aviation against acts of unlawful interference;

Airside Services Charge (ASC) means the charges for the use of the Airports' runways, taxi-ways and apron areas.

Airside means the movement area of an aerodrome, adjacent terrain and buildings or portions thereof, access to which is controlled as described in annexure 17 to the Convention of International Civil Aviation;

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

Airside Escort Charges (AEC) means Charges for escorting vehicles and personnel airside.

Air traffic means all aircraft in flight or operating on any manoeuvring area of an aerodrome;

Air traffic control service means a service provided for the purposes of—

(1) preventing collisions—

(i) between aircraft; and

(ii) between aircraft and obstructions on any manoeuvring area; and

(2) expediting and maintaining a safe and efficient flow of air traffic;

Arriving Passengers means all passengers on board an arriving aircraft. This includes Transit Passengers, Transfer Passengers, Infants and Positioning Crew, but excludes Operating Crew.

ASIC means Airport Security Identification Card

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

BHS means the physical baggage handling system which transports baggage from some Counters along conveyor belts to the laterals but does not include the transport of baggage from the laterals to aircraft.

Bank Guarantee means an unconditional undertaking by a bank on terms acceptable to us to pay the amount of the bank guarantee on demand.

Business Day means a day other than a Saturday, Sunday or Public Holiday on which Papua New Guinea Banks are open for general banking business;

CA Act means the Civil Aviation Act 2000 as amended ('CA Act');

Card means the aviation security identification clearance card;

CA Regulations means the regulations enacted from time to time pursuant to the Laws of the Independent State of Papua New Guinea concerning civil aviation;

CASAPNG means the Civil Aviation Safety Authority of Papua New Guinea established pursuant to the CA Act;

CASAPNG Fee means the amount set out in Schedule 2 being the fee payable by NAC to CASAPNG pursuant to the CA Act;

Certificate of Registration means a certificate of registration issued by CASAPNG in respect of an Aircraft issued pursuant to CASAPNG rules and regulations;

Change of Control means an event whereby a Person who did not (directly or indirectly) effectively control an Air Operator at the Effective Date, either alone or together with others, acquires effective control of the issued voting capital of the Air Operator without the prior written consent of NAC. In determining whether a Person (whether alone or with others) is in a position (directly or indirectly) to effectively control an Air Operator for the purpose of this clause, regard will be had to voting rights, rights to receive income, rights to appoint directors and any other matter which reasonably relates to control;

Charges means amounts payable pursuant to these Conditions.

Charter means air service operations where either the Aircraft is used for the carriage of passengers and/or cargo, but not conducted in accordance with fixed schedules, or the air service operation is not available to the general public on a regular basis;

Chief Operating Officer means the chief operating officer for NAC from time to time;

Claim means and includes any action, proceeding, demand, costs, charges and expenses of whatsoever kind or nature;

Common User Facilities means such facilities and/or equipment that are from time to time notified by NAC as being available for use by all Air Operators which currently include all runways, taxiways, aprons and aerobridges. Terminal Equipment may become available for common use in the future;

Conditions of Use means these binding Conditions of Use (as amended from time to time) upon which NAC provides the Aeronautical Services at an Airport and charges the Aeronautical Charges and which an Air Operator, by its Use of an Airport and utilising Aeronautical Services at an Airport, has agreed to be bound by and including all manuals for operations conducted at an Airport (as from time to time amended);

Confidential Information - means any and all information (whether received before or after the commencement of the operation and effect of these Conditions of Use) that;

- (a) is by its nature confidential or proprietary; or
- (b) the Party receiving it (the recipient) knows or ought to know that it is confidential or proprietary; and

includes all other commercial, financial, legal and technical information (whether written, oral or in other recorded or tangible form) provided (whether prior to or on or after the commencement of operation and effect of these Conditions of Use) to the recipient (and/or its advisers) by the Party providing confidential information and includes all notes, calculations, conclusions or summaries or other material derived or produced partly or wholly from any of the confidential information and any or all computer records (including data, copies, models, reproductions and recordings) derived or produced partly or wholly from any of the confidential information;

Convention of International Civil Aviation means the international convention also known as the Chicago Convention, which establishes rules of airspace, aircraft registration and safety, and details the rights of the signatories in relation to air travel;

CPI means the Consumer Price Index (All Groups) for Papua New Guinea published from time to time by the PNG National Statistical Office;

Counter means those counters in the Airport Terminal used for but not limited to the check in, service and sale Counters for use by the Air Operators. **Counter Equipment** means the equipment at each Counter which is not owned by us.

Day means a period of 24 hours commencing at midnight.

Domestic means any aircraft or passenger from origin or destination within Papua New Guinea.

Departing 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.

Effective Date means the date that these Conditions of Use are notified to Air Operators pursuant to Clause 2.2.1 of these Conditions of Use as being in effect between NAC and the Air Operators;

Event of Default means:

- (a) in relation to an Air Operator:
 - (i) the Air Operator commits a breach of its obligations under these Conditions of Use which:
 - b) if capable of being remedied, is not remedied within 10 Business Days of written notice from NAC, specifying the breach and requiring it to be remedied; or
 - c) is not capable of remedy; or
- (b) in relation to an Air Operator:
 - (i) an Insolvency Event occurs in respect of an Air Operator; or
 - (ii) a Change of Control occurs in respect of an Air Operator without the prior written consent of NAC.

Excluded Services means the following services that are not Aeronautical Services provided by NAC pursuant to these Conditions of Use;

- a) *terminal navigation services; or*
- b) *en-route services; or*
- c) *meteorological services; or*
- d) *Ground Handling Services; or*
- e) *engineering services; or*
- f) *apron services.*

Facilities and Services means all or any part of our aircraft landing, take-off, movement and parking facilities (including but not limited to the runways and taxi-ways), the Passenger processing facilities and services, and includes the Aviation Services, the Common User Facilities, and any other part of our Airports generally.

FIDS means flight information display systems.

Final Destination Airport means the final destination Airport on any Route (non-stop or multi-sector) which can be reached without changing Aircraft and/or flight number;

Force Majeure Event means an act, event or cause (other than lack of funds) which is beyond the reasonable control of the concerned Party, including, but without limitation:

- (a) acts of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or Law), martial law, fire, lighting, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions or natural disasters, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the Party concerned), epidemic, quarantine, radiation, radioactive contamination, acts of public enemy, rebellion, insurrection, sabotage; and
- (b) action or inaction of a government or government or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, invention, requisition, requirement, direction, embargo by legislation, regulation, decree or other legally enforceable order; and
- (c) breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material, failures by sub-contractors as a result of Force Majeure.

Foreign Aircraft means an Aircraft Registered on a national register of Aircraft other than the Aircraft Register;

General Airport Services means those services and facilities that we provide to users of the Airports that are not Aeronautical Services but include those services which are generally provided to airlines and aircraft operators at airports such as airline offices, passenger lounges, landside storage areas

within terminal areas, staff car parking and leased sites and buildings for office, freight, aircraft maintenance, catering and similar services.

General Aviation means all civil aviation operators other than an RPT Operator;

General Landing Charges (GLC) means Charges for general aviation operations calculated at a rate of K15.98 multiplied by MTOW (in tonnes).

Government Agency means:

- a) a government, whether foreign, state, national or local;
- b) a department, office or minister of a government acting in that capacity; or
- c) a commission, delegate, instrumentality, agency, board, or other governmental, semi-governmental, judicial, administrative, monetary or fiscal authority, whether statutory or not.

GST Act means the Goods and Services Tax Act 2003.

GST means any tax imposed on a Supply by or through the Goods and Services Tax Act 2003.

Handling Services means the provision of all or some of the following services: passenger checks-in, baggage handling, aircraft cleaning and catering, aircraft maintenance and in some instances Aircraft engineering;

Handling Agent means any person, firm or company appointed by an Air Operator to perform the handling functions, or an Air Operator who self-handles;

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

Indemnity means that the Person giving the indemnity will indemnify and keep indemnified the Person given the indemnity against any Loss suffered or sustained because of the event indemnified against (on a 'solicitor and own client basis' and whether incurred by or awarded against the Person indemnified). This means that if the Person indemnified suffers any Loss or must pay any money (whether or not it is actually paid) because of an indemnified event, the Party giving that indemnity must pay the amount of Loss or the amount of liability to the indemnified Party. If it does not, the indemnified Party can recover the amount as a liquidated claim;

Infant means a person who at the first date of travel is under the age of 2 years and does not occupy his or her own seat on the aircraft;

Injury includes injury, sickness and/or death;

Insolvency Event means, in relation to an Air Operator the occurrence of any one or more of these events in relation to an Air Operator:

- (a) except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of NAC:
 - i. a process is filed in court seeking an order that it be wound up or that a receiver be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 15 Business Days of it being filed;
 - ii. in a court seeking an order that it be wound up or that a receiver be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 15 Business Days of it being filed;
 - iii. a resolution that it be wound up is passed or proposed;
- (b) a liquidator, provisional liquidator, administrator, receiver or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertaking or any step is taken to effect any of these things;
- (c) it enters into, or resolves to enter into, an arrangement, compromise or composition with any class of its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
- (d) any action is taken by a Government Agency with a view to cancelling its registration or to dissolving it;
- (e) it is insolvent or it otherwise states that it is unable to pay its debts, or it is presumed to be insolvent under any applicable law;

- (f) it stops or suspends the payment of all or a class of its debts;
- (g) it stops or suspends the conduct of all or a substantial part of its business or threatens to do so; or
- (h) anything having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of any jurisdiction;

Interest Rate means the percentage rate per annum that is 2% higher than the interest rate published by the ANZ Banking Group (PNG) Limited in a newspaper circulating nationally as its business overdraft 'reference rate' from time to time;

Landside means that portion of an Airport not designated as Airside and to which the general public normally has free (unescorted) access;

Law means all applicable laws having effect in the Independent State of Papua New Guinea and including without limitation the following: constitutional law, civil law, common law, international law, equity, treaties, statutes, decrees, edicts, codes, orders, judgments, rules, ordinances and regulations of any local, provincial and national or any other duly constituted governmental authority or agency;

Legislation includes all Papua New Guinea Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or aircraft using it.

Liquids, Aerosols And Gels Charge (LAGS) means Charges applied for the screening of liquids, aerosols and gels incurred in processing International Departing Passengers.

Loss means and includes direct loss, indirect loss, consequential loss, economic loss, exemplary, special, punitive or incidental damages, damage, including damage to business, loss of profits or revenues from loss or interruption of business, claims, actions, demands, costs and expenses;

Major User means:

- (a) the airlines or Air Operators that are the major users of our Airports and together constitute at least 90% of the Aeronautical Charges revenue for our airport (including Air Niugini and Airlines PNG);
- (b) the Aviation Industry Representative's Board representing airlines or Air Operators using our Airports; and
- (c) the Airline Operators Committee representing airlines or Air Operators using our Airports or any replacement body or organisation.

Military Landing Charges (MLC) means Charges attracted by military operations of a commercial nature.

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

NOTAM means Notice to Airmen.

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

Managing Director means the Managing Director for NAC from time to time;

MTOW means the certified 'maximum take-off weight' in relation to an Aircraft, being the weight set out in the certificate of airworthiness of, or the flight manual for, the Aircraft as the maximum take-off weight;

NAC means National Airports Corporation Limited established pursuant to the CA Act, any related corporation of it authorised to provide the Aeronautical Services and where the context otherwise permits or requires the related operations of NAC;

NOTAM means a notice to Airmen published by PNGASL;

PA system means our public address system throughout our Airport Terminal buildings.

Passenger means all persons on board an aircraft including persons travelling on points redemption bookings through frequent flyer programmes, transit travellers, and airline staff travelling on concessional fares, but excludes non-revenue travellers such as crew and infants.

Passenger Facilitation Charge (PFC) means the charge for the use of terminal building Facilities and Services, incurred in processing Domestic, International, military and other Passengers. These facilities and services include aerobridge, screening (baggage & passenger), baggage carousel, utilities, etc.

Performance Measures means the areas of Airport Facilities and Services that we measure our performance against. These measures as detailed in clause 4.9 of these Conditions of Use;

Person includes a corporation or other organisation or enterprise.

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

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

Parties means NAC and Air Operators and their respective successors and permitted assigns and 'Party' means one of them and that Party's successor and permitted assign;

Performance Principles means the principles set out in Clause ~~2.2~~ 4.2 of these Conditions of Use;

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Person and words signifying persons, include individuals, firms, partnerships, bodies corporate, associations and governments, semi governmental and local authorities and agencies;

PGK means Papua New Guinea Kina;

PNGASL means Papua New Guinea Air Services Ltd;

PNG National Statistical Office means the Government Agency that gathers and publishes statistical information statistics in Papua New Guinea;

PMIA means Port Moresby International Airport, Port Moresby, National Capital District, Papua New Guinea;

Registered in relation to an Aircraft, means that the Aircraft is registered on the Aircraft Register or is a Foreign Aircraft capable of being lawfully flown in Papua New Guinea;

Restricted Area means an area declared under the CA Regulations to be a prohibited area, a danger area or a restricted area;

Rotary Wing Charges (RWC) means landing Charges for non-fixed wing aircraft.

RPT Operations means a regular public transport operation which is the operation of an Aircraft for the purpose of an Aeronautical Service that;

- a) is provided for a fee payable by persons using the service; and
- b) is conducted in accordance with fixed schedules to or from fixed terminals over specific Routes; and
- c) is available to the general public on a regular basis.

RPT Operator means a person/company undertaking RPT Operations;

RPT Operators' Committee means the committee established by NAC, comprising two senior executives from each RPT Operator and two representatives from NAC, or such other number as the Parties agree;

Route means any route from an Airport to or from a first or Final Destination Airport;

Safety and Security Charges (SSC) means the charges for the provision of safety measures including visual aids such as pavement markings, airfield lighting, obstacle limitations surfaces, airport emergency response and rescue and fire fighting services and security measures including security fencing, airport perimeter security surveillance, airside and landside security lighting, terminal building and kerbside security, car park security, apron lighting, asset protection and liquid, aerosol and gel (LAGs) compliance.

Scheduling Rules means such rules that are from time to time notified by NAC to Air Operators as regulating the conditions governing the availability of Aircraft parking bays and aerobridges at an Airport and are currently as set out in Schedule 5;

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

Specified Passenger Terminal Activities mean the activities undertaken (including the facilities and services provided) in relation to Aircraft passengers while those passengers are in a security area or areas of the relevant Airport, and include;

- (a) the provision, within a security area or security areas of the relevant Airport, of any one or more of the following:–
 - (i) passenger seating areas, thoroughfares and air bridges;
 - (ii) flight information and public address systems;
 - (iii) facilities and services for the operation of customs, immigration and quarantine checks and control;
 - (iv) facilities for the collection of duty-free items; and
 - (v) facilities and services for the operation of security and police services;
- (b) any activities undertaken (including the facilities and services provided) in a passenger Terminal Building to enable the check-in of Aircraft passengers, including services for baggage handling;
- (c) the holding of any facilities and assets (including land) acquired or held to provide specified passenger Terminal Building activities in the future (whether or not used for any other purpose in the meantime); but does not include the provision of any space for retail activities.

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

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

Terminal Building means any domestic, international and general aviation building at an Airport and includes concourse, shops, public areas, aero-bridge(s) aprons etc;

Terminal Equipment means equipment owned by NAC and used by RPT Operators for processing of their passengers and include baggage handling system, the counters, departure/arrival equipment, the FIDS, our equipment and the PA System, which are common user facilities forming part of the Facilities and Services;

Transfer Passenger is a Passenger who departs an Airport on a flight that is scheduled to depart within 6 hours of the scheduled arrival time of the flight on which the Passenger arrived and which has a different flight number to the flight on which the Passenger arrived.

Transit Passenger is a Passenger who arrives and then departs from the Airport on a flight with the same flight number.

Use of an Airport means the use by an Air Operator's Aircraft of an Airport and includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers and/or cargo;

We or us or Airport Operator or our means National Airports Corporation and includes our officers, employees and agents at each Airport.

You or your means:

- (a) in the case of RPT aircraft, the holder of the Air Operator's Certificate at the time our Facilities and Services at the Airport/s are used;
- (b) where the aircraft is registered, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport/s are used;
- (c) where the aircraft is not registered, the person who we reasonably believe is the owner or operator of the aircraft; and
- (d) where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor (**administrator**) is appointed in respect of a person liable for Charges the administrator is jointly and individually liable with that person or that person's estate for all Charges in respect of each use which occurs during the period of the administrator's appointment.

Schedule 2 - Aeronautical Charges

The Aeronautical Charges as varied from time to time apply for the use of the Airports Facilities and Services and their application is detailed below.

2.1. PASSENGER FACILITIES CHARGES (PFC & PFI)

This Charge applies to all Departing Passengers and Arriving Passengers (excluding Transit Passengers) on scheduled RPT, closed charters (undertaking Flight In-Flight Out operations) and itinerant passenger carrying charter flights using the Airport Terminals and associated facilities and services unless other arrangements are agreed in writing. This Charge covers both RPT and itinerant charters (tourist/group, etc.).

Domestic (PFC) : K10.00 per head (per arriving and departing passenger movement) plus GST.
International (PFI) : K60.00 per head (per arriving and departing passenger movement) plus GST.

2.2. AIRSIDE SERVICES CHARGE (ASC)

This Charge applies to all Departing Passengers and Arriving Passengers (excluding Transit Passengers) on scheduled RPT, closed charters (undertaking Flight In-Flight Out operations) and itinerant passenger carrying charter flights using the runways, taxiways and aprons of the Airports unless other arrangements are agreed in writing. Where the aircraft is a freighter (therefore does not carry passengers), thence General Landing Charges (GLC) applies.

K10.00 per head (per arriving and departing passenger movement) plus GST.

2.3. TRANSIT AND TRANSFER CHARGES (TTC)

This Charge applies to a:

- (a) Transfer Passenger on scheduled RPT using our Airport Terminals unless other arrangements are agreed in writing. Transfer Passengers would pay this Charge (TTC) which is basically the sum of the PFC for the use of the terminal and ASC for the use of runways, taxiways and aprons.
- (b) Transit Passenger on closed charters including those under scheduled Fly In-Fly Out basis. This charge does not apply to transit passengers on scheduled RPT.

Transfer Passenger: PFC and ASC per head (per arriving and departing passenger movement) plus GST.
Transit Passenger: PFC and ASC per head (per arriving and departing passenger movement) plus GST.

2.4. SAFETY & SECURITY CHARGE (SSC)

This Charge applies to all departing and arriving Passengers (excluding transit passengers) on scheduled RPT, closed charters (undertaking Flight In-Flight Out operations) and itinerant passenger carrying charter flights aircraft using the airport unless other arrangements are agreed in writing. This Charge comprise of charges for the provision of safety measures including visual aids such as pavement markings, airfield lighting, obstacle limitations surfaces and security measures including security fencing, airport perimeter security surveillance, airside and landside security lighting, terminal building and kerbside security, car park security, asset protection and liquid, aerosol and gel (LAGs) compliance.

K10.00 per head (per arriving and departing passenger movement) plus GST.

2.5. GENERAL LANDING CHARGE (GLC)

This Charge applies to all civil aircraft operations at our Airports except where the ASC applies, or unless other arrangements are agreed in writing. These civil aircraft operations include general aviation and air cargo operations but does not include RPT aircraft operations.

K15.98 per tonne MTOW plus GST.

Training exercises and aircraft maintenance aerodrome circuits

Despite the above General Landing Charges, all aircraft involved in flight training or aircraft maintenance aerodrome circuits will be charged the GLC for the first hour, and for each hour thereafter based on the GLC calculations above, as opposed to a charge for each landing.

2.6. AIRCRAFT PARKING CHARGE (APC)

This Aircraft Parking Charge does not apply where the aircraft is parked at the Airport for less than fourteen (14) days and no landing activity has occurred or the aircraft is parked in a leased or licensed area. This Charge applies to long term parking of aircraft (at least 14 days) and includes unserviceable aircraft.

K10.00 plus GST per tonne MTOW per additional day.

2.7. MILITARY LANDING CHARGE (MLC)

This Charge applies to all military aircraft operations at the Airports except where an ASC or GLC applies, or unless other arrangements are agreed in writing.

Not applicable however where civil facilities are used normal Aeronautical Charges apply.

2.8. ROTARY WING CHARGE (RWC)

No concessions are given for rotary wing operations.

K15.98 per tonne MTOW plus GST.

2.9. AIRSIDE ESCORT CHARGE (AEC)

This Charge applies to all vehicles or activities operating on the Airport requiring supervision.

K50.00 per hour plus GST calculated in hourly increments.

2. 10. AIRSIDE ENVIRONMENTAL CHARGE (AECS)

Where Air Operators are responsible and do not complete their own clean up to the Operator's satisfaction, we will clean up any fuel or soil spills at the following rates. This Charge applies only to clean up of fuel and oil spills on the Airport.

K200.00 plus GST per hour calculated in hourly increments plus cost of materials used and disposal of waste.

2. 11. CASAPNG FEES (CASA)

This Charge applies to the Aeronautical Charges and at the rate shown below.

- (c) 10% Passenger Facilities Charge Domestic (PFCD)
- (d) 15% Passenger Facilities Charge International (PFCI)
- (e) 10% Safety & Security Charge (SSC)

We will collect the PCFD, PFCI and SSC and remit to CASAPNG in accordance with the rates above.

SUMMARY OF AERONAUTICAL CHARGES			
PASSENGER CHARGES	CODES	Arriving Passenger	Departing Passenger
Passenger Facilities Charges (Domestic)	PFCD	10.00	10.00
Passenger Facilities Charge (International)	PFCI	60.00	60.00
Airside Services Charge	ASC	10.00	10.00
Transit & Transfer Charges	TTC	10.00	10.00
Safety & Security Charge	SSC	10.00	10.00
AIRCRAFT CHARGES			
General Landing Charges	GLC	15.98	
(per tonne MTOW)			
<i>Notes: 1. GST is to be added to the above charges</i>			
<i>2. Other charges are as described in this Schedule 2</i>			

Schedule 3 – Power of Sale

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

Schedule 4 - Notification of Aircraft Details & Information for Occasional Users

Date:
Operator:
Address:
Tel:
Fax:
Email:
General Information
Arrival Date/Time:
Departure Date/Time:
Aircraft Type:
Number of Passengers:
Certificate of Registration holder (if not Operator)
Registration:
Name:
Address:
Tel:
Owner (if not certificate of registration holder)
Name:
Address:
Tel:

Schedule 5 – Scheduling Rules & Aircraft Parking Rules at Port Moresby

5.1 INTRODUCTION

The airline schedule control procedures are the arrangements made for coordinating scheduled aircraft arrival and departure times in order to minimise overloading of airport facilities and services and the consequent delays to passengers and services.

5.2 NAC MAY MAKE AND CHANGE SCHEDULING RULES

NAC may make and change Scheduling Rules for the use of the airport facilities and services. NAC may change the Scheduling Rules at any time to take effect, subject to Clause 5.3, on a date that NAC specifies.

5.3 HOW NAC WILL CHANGE SCHEDULING RULES

If NAC wants to change the Scheduling rules, NAC will first consult with the affected Air Operators and seek their consent to the change. Such consent must not be unreasonably withheld or delayed by the Air Operators. If the affected Air Operator fails to respond to NAC's request for consent within 14 days after NAC requests it, the Air Operator is deemed to have consented to the change in the Scheduling Rules. Once consented to or where there is deemed consent, NAC will implement.

5.4 COMPLIANCE WITH SCHEDULING RULES

The Aircraft Operator agrees to comply with the Scheduling Rules (and as they are changed from time to time) at all times and the reasonable directions of NAC officers, employees, agents and Contractors provided that they are acting in accordance with the Scheduling Rules.

5.5 PARKING BAYS

The domestic and international Terminal Buildings and associated facilities are leased, operated and managed by NAC.

The allocation of parking bays is based upon the published schedules received by NAC in electronic format from the airlines.

Any known schedule changes are advised to PMIA Airport Manager by 5:00pm on the day preceding. This allows sufficient time to confirm the following day's plan is correct. This information is forwarded from the airlines.

All airline ground operators have the responsibility of advising the PMIA Airport Manager of any flight that has veered from its scheduled arrival or departure time that could cause conflict with scheduled allocations.

Any requested changes to the bay plan shall be notified to the PMIA Airport Manager. The PMIA Airport Manager will ensure that all changes to aircraft parking allocations are communicated verbally, in addition to the changes made on the parking layout plan.

The ground handler is to communicate any changes to international services to border agencies, client handling agents and any other affected operator at the Domestic Terminal.

It is the responsibility of all airlines to advise the PMIA Airport Manager of any diversions into the airport.

Diverted aircraft will not displace scheduled services on the apron. Diverted aircraft will be allocated parking in the following order:

- Emergency Landings
- International Services
- Domestic Services
- Charters
- Freight

Any vacant bay at the terminal aprons will be allocated to the diverted aircraft in the first instance.

The Airport Safety Officer (ASO) will organise "follow me" services for aircraft that require direction to the bays.

5.5.1 Domestic Operators Scheduling

There are currently seven (7) full strength main apron bays which can accommodate Fokker 100 aircraft and three (3) apron bays which can accommodate DH8-300 aircraft or two (2) apron bays for DH8-300 and one (1) apron bay for a DH6 aircraft.

Upon completion of the construction of the domestic apron extension by September 2013, the domestic apron will be able to accommodate twelve (12) B737-800 series aircraft and four (4) Q400 aircraft. These aircraft stands are power in push back however, power out can be utilised where the adjacent aircraft stand is not in use. The responsibility for power out in such circumstances rests solely with the air operator concerned.

The airline operators, Air Niugini, Airlines PNG & Travel Air are responsible for their individual schedule control procedures but will require approval from PMIA for allocation of parking bays.

5.5.2 International Operators Scheduling

There are four (4) full strength main apron bays which can accommodate B747-400 aircraft plus additional standoff bays supplementary to these bays.

Air Niugini, Airlines PNG, Pacific Blue, Solomon Airlines and Qantas Airlines, are responsible for schedule control procedures at the international terminal building subject to the approval of NAC.

On special occasions (e.g. Royal Visits, Heads of State, Celebrities etc.) NAC can and may nominate apron parking for those aircraft.

5.6 INTERNATIONAL SCHEDULING CONTROL

Schedule control for International passenger traffic aircraft is based on Terminal Building and Apron capacities. If necessary, a Sub-committee of the Airport Facilitation Committee will meet bi-annually to consider and approve individual airline schedules in accordance with the rules. This sub-committee chaired by National Airports Corporation:

- PNG Customs Service
- Immigration
- National Agriculture Quarantine and Inspection Authority of Papua New Guinea
- Handling Agents
- Airline Operators Committee Representative
- Airport Co-ordination Representative.

5.7 APRON OCCUPANCY

The international apron provides 4 parking bays with aerobridges and is capable of accommodating code E aircraft. These bays have ground markings.

Non-Scheduled/Charter aircraft will be subject to special approval by NAC prior to the allocation of an apron position and requires a minimum of 24 hours prior notification. These aircraft will not be allocated apron positions if they are likely to interfere with the allocation of positions for scheduled aircraft, whether on or off schedule. Scheduled passenger aircraft will have priority use of the aerobridges.

5.8 APRON SAFETY

The Air Operator or agent will ensure that passenger safety is not compromised, particularly by ground handling equipment, when disembarking and boarding an aircraft.

During boarding and disembarking of passengers, the barriers will be placed across vehicle access points, to ensure the walkway is not penetrated by vehicular movements. Ground handling equipment during boarding or disembarking of passengers will use the roadway adjacent to the Landside fence (north-west of the walkway) to avoid conflict with passengers.

5.9 ITINERANT /CHARTER AIRCRAFT ARRIVALS

Any Aircraft intending to arrive at NAC that will require parking and/or passenger processing should contact either their Handling Agent or the NAC's Chief Operating Officer on Ph (675) 325 1628 or Fax (675) 325 0833.

5.10 INTERNATIONAL ARRIVALS

5.10.1 Use of Aerobridge

The first arriving aircraft gets the use of the available aerobridge subject only to its restrictions of use. "First arriving" being based on schedule as per the movement message received from the Aircraft approximately 20 minutes prior to actual arrival. If two Aircraft have similar arrival times then the Aircraft that is closest to its scheduled arrival time shall take precedence and have use of the aerobridge.

In addition:

- Any narrow bodied (single aisle) Aircraft arriving onto the aerobridge and scheduled to depart within two hours of arrival is not required to move off the aerobridge for other arriving Aircraft;
- Any wide bodied (twin aisle) Aircraft arriving onto the aerobridge and scheduled to depart within two and a half hours (150 minutes) of arrival is not required to move off the aerobridge for other arriving Aircraft;
- 45 minutes after docking and make way for subsequent arriving passenger Aircraft as directed by the Safety Officer; and
- make way for subsequent arriving passenger Aircraft.

The above minima will be applied in practice whenever the aerobridge position is required by another Aircraft (i.e. during peak periods). At all other times, Aircraft may remain on the aerobridge position longer than these minima subject to actual circumstances.

5.10.2 Customs & Immigration Establishment

There are a maximum of six 6 immigration booths and 6 customs booths for passenger processing. There is also a screening machine for customs and quarantine checks in between the customs booths.

5.11 DOMESTIC ARRIVALS

No air operator has any preferential right over any aircraft stand.

The first arriving aircraft gets the use of the available aircraft stand subject only to its restrictions of use. "First arriving" being based on schedule as per the movement message received from the aircraft approximately 20 minutes prior to actual arrival. If two aircraft have similar arrival times then the aircraft that is closest to its scheduled arrival time shall take precedence and have use of the aircraft stand.

No aircraft is allowed to park on the aircraft stand for more than one hour unless the air operator can confirm to PMIA that the stand will not be used by another aircraft for enplaning and/or deplaning for the next hour.

The above minima will be applied in practice whenever the aircraft stand is required by another aircraft (i.e. during peak periods). At all other times, aircraft may remain on the aircraft stand longer than these minima subject to actual circumstances.

5.12 INTERNATIONAL DEPARTURES

5.12.1 Primary (Front End) Security Screening

There is one security screening facilities available at the front of the terminal building so that departing passengers and their bags are screened prior to check-in.

5.12.2 Check-In

There are thirteen (13) check-in counters which whilst the current usage is as indicated below, NAC reserves the right to review the allocations:

- Air Niugini & Qantas 10
- Airlines PNG & Virgin Pacific 2
- Solomon Airlines 1

5.12.3 Immigration

There are three (3) immigration booths for departing passenger processing.

5.12.4 Secondary Security Screening

There is one secondary screening facility after the immigration checks for departing passengers the intent of which is to check passengers carry-on bags after check in.

5.12.5 Departure Lounge

There is sitting capacity for 249 passengers waiting to board aircraft. The departure lounge is a common user lounge for all passengers waiting to board aircraft operated under regular public transport.

5.12.6 Boarding Counters

There are three boarding counters serving the 4 aerobridges.

5.13 DOMESTIC DEPARTURES

5.13.1 Check-In

There are thirteen (13) domestic check-in counters which whilst the current usage is as indicated below, NAC has the right to review the allocations:

- Air Niugini 9
- Airlines PNG 3
- Travel Air 2

5.13.2 Departure Lounge

There is sitting capacity for 316 passengers waiting to board aircraft. The departure lounge is a common user lounge for all passengers waiting to board aircraft operated under regular public transport.

5.13.3 Boarding Counters

There are 5 boarding counters.

Schedule 6 – Statistical Information

In order that Flight data may be analysed by NAC for both accounting and marketing purposes, NAC requires that Air Operators return data each month within seven (7) calendar days of the end of each calendar month in a spreadsheet format, thus:

1. Flight Type (International or Domestic)
2. Flight Month
3. Flight Date
4. Flight Time
5. Origin
6. Destination
5. Flight No.
6. Aircraft Registration
7. Aircraft Type
8. Passenger Seats
9. Passenger (Full Fare) Carried
10. Passenger (Infant) Carried
11. Passenger (Transit) Carried
12. Passenger (Transfer) Carried
13. Cargo (kg)

- a. Each of the items above represent a field, or column, in an Excel or Text file;
- b. each flight should be recorded as a separate row; and
- c. both departures and arrivals should be listed separately

Accounting

This data is used by NAC's finance department to generate your monthly invoices.

Marketing

This data is used by NAC's business development & marketing divisions to maintain data regarding Route performance.

Schedule 7 – Airports Owned & Operated by NAC and Address

<p>1. Buka Airport</p> <p>P O Box 288, BUKA Ph: 973 9603 M: 7341 0462 F: 973 9166 Safety Officer: Felix Burittoa</p>	<p>8. Kavieng Airport</p> <p>P O Box 53, KAVIENG Ph: 984 2462 M: 7216 2073 F: 984 2462 Safety Officer: Max Erinigi</p>	<p>15. Nadzab Airport</p> <p>P O Box 102, LAE Ph: 475 3095 M: 7690 8357 F: 475 3108 E: msahin@nac.com.pg Ops Manager: Mark Sahin</p>
<p>2. Chimbu Airport</p> <p>P O Box 276, MT. HAGEN Ph: - M: 7227 1647 F: - Safety Officer: Joe Kure</p>	<p>9. Kerema Airport</p> <p>P O Box 34, KEREMA Ph: - M: - F: - Safety Officer: Kelly Kae</p>	<p>16. Port Moresby International Airport (PMIA)</p> <p>P O Box 684, BOROKO Ph: 973 9603 M: 7341 0462 F: 973 9166 E: skenatsi@nac.com.pg Airport Manager: Sylvester Kenatsi</p>
<p>3. Daru Airport</p> <p>P O Box 63, DARU Ph: 645 9292 M: 7676 8422 F: 645 9292 Safety Officer: Aliga Kena</p>	<p>10. Kiunga Airport</p> <p>P O Box - Ph: 649 1268 M: 7693 3310 F: 649 1089 Safety Officer: Joshua Sono</p>	<p>17. Tari Airport</p> <p>P O Box 276, MT. HAGEN Ph: 540 8059 M: - F: 540 8059 Safety Officer: -</p>
<p>4. Girua Airport</p> <p>P O Box 96, POPONDETTA Ph: - M: 7210 4831 / 7144 5865 F: - Safety Officer: Lindsey Stafford</p>	<p>11. Madang Airport</p> <p>P O Box 1039, MADANG Ph: 422 3004 M: 7328 7630 / 7685 7983 F: 422 2932 E: inicholas@nac.com.pg Ops Manager: Isaac Nicholas</p>	<p>18. Tokua Airport</p> <p>P O Box 218, KOKOPO Ph: 983 9360 / 983 9359 M: 7277 4485 F: 983 9315 / 983 9399 E: ltuam@nac.com.pg Ops Manager: Lazarus Tuam</p>
<p>5. Goroka Airport</p> <p>P O Box 540, GOROKA Ph: 532 1260 M: 7215 6569 F: 532 2996 / 532 1260 Ops Manager: Wally Eki</p>	<p>12. Mendi Airport</p> <p>P O Box 276, MT. HAGEN Ph: 549 1670 M: 7297 6154 F: 549 1670 Safety Officer: Henry Rumusi</p>	<p>19. Vanimo Airport</p> <p>P O Box 199, VANIMO Ph: 457 1242 M: 7323 0027 F: 457 1242 Safety Officer: Joseph Olis</p>
<p>6. Gurney Airport</p> <p>P O Box 132, ALOTAU Ph: 641 0010 M: 7195 2945 F: 641 0011 Safety Officer: Patterson Naura</p>	<p>13. Momote Airport</p> <p>P O Box 191, LORENGAU Ph: - M: 7161 9262 F: 970 9268 Safety Officer: Linus Bosasah</p>	<p>20. Wapenamanda Airport</p> <p>P O Box 276, MT. HAGEN Ph: 547 4078 M: 7201 1260 F: 547 4076 Safety Officer: Jack Katie</p>
<p>7. Hoskins Airport</p> <p>P O Box 228, KIMBE Ph: 985 0066 M: 7264 4227 F: 985 0066 Safety Officer: Michael Vitata</p>	<p>14. Mt. Hagen Airport</p> <p>P O Box 276, MT. HAGEN Ph: 545 1311 M: 7606 1665 F: 545 1311 E: rpaliai@nac.com.pg Ops Manager: Russel Paliai</p>	<p>21. Wewak Airport</p> <p>P O Box 514, WEWAK Ph: 7224 2222 F: 456 2441 / 456 2380 Ops Manager: Douglas Bulingu</p>