

GENERAL TERMS AND CONDITIONS GOVERNING THE RIGHTS AND DUTIES OF ANY PERSON OR ENTITY PRESENT AT OR USING THE FACILITIES OR SERVICES OF LANSERIA INTERNATIONAL AIRPORT, GAUTENG PROVINCE, SOUTH AFRICA

IMPORTANT NOTICE – READ CAREFULLY

LANSERIA INTERNATIONAL AIRPORT IS A HIGHLY REGULATED ENVIRONMENT, WHERE SIGNIFICANT RISKS AND HAZARDS TO HEALTH, SAFETY, PROPERTY AND SECURITY ARE CONSTANTLY PRESENT. IN ORDER TO LIMIT LANSERIA'S LIABILITY AND MANAGE SUCH RISKS AND HAZARDS THESE TERMS AND CONDITIONS ARE STRICTLY BINDING ON EVERYONE PRESENT AT THE AIRPORT AND ANYONE USING ITS FACILITIES OR SERVICES ("OWNERS, OPERATORS AND USERS"). **THESE TERMS AND CONDITIONS CONTAIN IMPORTANT LIMITATIONS AND RESTRICTIONS ON THE RIGHTS OF OWNERS, OPERATORS AND USERS (PARTICULARLY IN CLAUSES 4, 5 AND 6.4), AND IMPOSE DUTIES WHICH IF NOT STRICTLY OBSERVED WILL HAVE SERIOUS LEGAL CONSEQUENCES.** BY ENTERING THE AIRPORT OR USING ANY OF ITS FACILITIES OR SERVICES, OWNERS, OPERATORS AND USERS BIND THEMSELVES TO THE TERMS AND CONDITIONS SET OUT BELOW, AND ACKNOWLEDGE FAMILIARISING THEMSELVES WITH THE CONTENTS HEREOF. OWNERS, OPERATORS AND USERS ENTER THE AIRPORT AND USE ITS FACILITIES AND SERVICES ENTIRELY AT THEIR OWN RISK.

1. PARTIES

The parties to these Conditions are:

- 1.1 The Company, and
 - 1.2 The User(s).
- (as those terms are defined below)

Subject only to clause 3.2 below, the following terms and conditions shall replace, overrule and supersede any other agreement, right, obligation, understanding, covenant, promise or representation between a User and the Company, in connection with the subject matter dealt with below, to the extent permissible in law:

2. INTERPRETATION

In these Conditions, unless the context clearly indicates a contrary intention, the following words and expressions shall bear the following meanings assigned to them:

- 2.1 Unless the context clearly indicates a contrary intention, an expression which denotes:-
 - 2.1.1 Any gender includes the other genders;
 - 2.1.2 A natural person includes an artificial person and vice versa, and
 - 2.1.3 The singular includes the plural and vice versa;
- 2.2 "Aircraft" - means any aircraft as defined in the Civil Aviation Act 13 of 2009, as amended, and any parts, equipment or accessories associated with any such aircraft, and further includes any property contained in the aircraft;
- 2.3 "Airport" - means the whole or any part of Lanseria International Airport, including without any limitation all facilities, infrastructure, equipment and other improvements of whatever nature to be used either wholly or

in part in connection with the arrival, departure or movement of Users or Aircraft and includes without limitation any building, installation, runway, taxiway, apron, facility or equipment within such area;

- 2.4 "User/s" - notwithstanding the ordinary meaning of the word, means and includes:
- 2.4.1 any person, association of persons, organ of state, body (corporate or otherwise) or entity, and their agents or representatives of whatever nature, present at the Airport for whatever reason or utilizing the Facilities or Services, including without limitation any Operator, Owner, passenger, service provider, contractor, flight crew member, tenant or visitor; and
 - 2.4.2 any associate, affiliate, contractor, subcontractor, customer, employee, invitee, guest or family member of any of the persons and entities referred to in 2.4.1 above, present at the Airport for any reason whatsoever.
- 2.5 "Company" – means and includes:
- 2.5.1 Lanseria International Airport (Pty) Ltd, registration number 1991/001749/07; and
 - 2.5.2 (for the purposes only of clauses 4, 5 and 6.4) includes Lanseria Airport 1993 (Pty) Ltd, registration number 1993/004101/07, being companies duly registered in accordance with the Company Laws of the Republic of South Africa, and further includes the directors, employees, agents and representatives of such companies;
- 2.6 "Conditions" - means this document together with any annexures hereto and documents incorporated by reference herein, as amended from time to time;
- 2.7 "Facilities" – means any and all facilities provided by the Company in connection with the Airport, including (without limitation):
- 2.7.1 All aerodrome infrastructure, equipment and other facilities required to provide the Services;
 - 2.7.2 User and Aircraft movement areas, common use areas and common use facilities; and
 - 2.7.3 Roads, pavements, lifts, passageways, stairs, ramps, emergency exits, restrooms, lounges, retail outlets, rest areas, parking bays, observation decks, hangars, offices, booths, wheelchairs and other equipment for disabled persons.
- 2.8 "IATA" - means the International Air Transport Association;
- 2.9 "ICAO" - means the International Civil Aviation Organisation;
- 2.10 "Operator" - means any person or entity engaged, inter alia, in the business of scheduled or non-scheduled transportation by air of persons, baggage, mail, parcels or cargo, as well as private use or private charter air transportation and shall include the employees, representatives, servants and agents of such operator;
- 2.11 "Owner" - means the registered owner of any Aircraft utilizing the Facilities or Services, and shall include the employees, representatives, servants and agents of such owner;
- 2.12 "SACAA" - means the South African Civil Aviation Authority;
- 2.13 "Services" - means all the services of whatever nature that are usually rendered by and/or associated with an airport, including without limitation the following facilities and/or services the Company renders in respect of the Airport, being:
- 2.13.1 Runway, taxiway, apron and parking services in respect of Aircraft;
 - 2.13.2 Guidance, approach, take-off and landing services (including meteorological and air traffic control services) in respect of Aircraft;
 - 2.13.3 The supply of aviation fuel and refuelling of Aircraft;
 - 2.13.4 Provision of catering, medical, health, safety and security services;
 - 2.13.5 Provision of services for disabled, aged, minor and other persons requiring special assistance;
 - 2.13.6 All passenger services, baggage and freight storage and handling services, boarding and check-in services and ramp handling services, and;
 - 2.13.7 Provision of loading, transport and shuttle services.

3. APPLICABILITY OF CONDITIONS

- 3.1 These Conditions apply to all Users (as defined) without exception.
- 3.2 These Conditions will apply insofar as they are not in conflict with the terms of any specific written and signed agreement ("specific agreement") between the Company and the User. In the event of a conflict or inconsistency between these Conditions and a specific agreement, the terms and conditions of the specific agreement shall prevail (but only to the extent necessary to resolve the conflict or inconsistency).
- 3.3 The use of the Services and Facilities and attendance at the Airport by Users is subject to these Conditions and, through so attending the Airport or using the Services and/or Facilities, these Conditions are deemed to have been agreed to and accepted by the User.

- 3.4 These Conditions must, in appropriate cases, be read and interpreted as being subject to the provisions of the Consumer Protection Act, Act 68 of 2008 (“the CPA”).

IMPORTANT NOTICE : DISCLAIMER AND WAIVER

4. DISCLAIMER AND WAIVER OF LIABILITY

Disclaimer in respect of Aircraft

- 4.1 The Company shall not be liable for any loss of or damage to Aircraft, or losses, liabilities, expenses, damages, penalties, fines or other costs incurred by Owners or Operators of any Aircraft, arising or resulting directly or indirectly from:
- 4.1.1 any act, omission, neglect or default on the part of the Company, whether or not in the course of rendering the Services or providing Facilities, unless such act, omission, neglect or default is proven to constitute gross negligence or wilful conduct on the part of the Company and the gross negligence or wilful conduct was the sole cause of specific losses or damages;
- 4.1.2 any defect in the Facilities or delay or interruption in the Services, unless such defect, delay or interruption was caused by gross negligence or wilful conduct on the part of the Company, and the defect, delay or interruption was the sole cause of specific losses or damages; and
- 4.1.3 any act, omission, neglect or other wrongful conduct on the part of any independent contractor, service provider or other third party engaged by the Company to provide any Services, or to supply, manage or maintain the Facilities.
- 4.2 If the Company is found to be liable as a result of any gross negligence or wilful conduct on its part, then its liability shall be limited to direct losses or damages only, and under no circumstances shall the Company be liable for any indirect or consequential losses, special damages or loss of profits, or for any incidental or punitive damages of any kind whatsoever.

Disclaimer in respect of Users

- 4.3 The Company shall not be liable for any loss or damage suffered by, or injury to, or death of, any User, arising or resulting directly or indirectly from:
- 4.3.1 any act, omission, neglect or default on the part of the Company, whether or not in the course of rendering the Services or providing the Facilities, unless such act, omission, neglect or default constitutes gross negligence or wilful conduct on the part of the Company and the gross negligence or wilful conduct was the sole cause of the specific loss, damage, injury or death;
- 4.3.2 any defect in the Facilities or delay or interruption in the Services, unless such defect, delay or interruption was caused by gross negligence or wilful conduct on the part of the Company, and the defect, delay or interruption was the sole cause of the specific loss, damage, injury or death; and
- 4.3.3 any act, omission, neglect or other wrongful conduct on the part of any independent contractor, service provider or other third party engaged by the Company to provide any Services, or to supply, manage or maintain the Facilities.
- 4.4 If the Company is found to be liable as a result of any gross negligence or wilful conduct on its part, then its liability shall be limited to direct losses or damages only and under no circumstances shall the Company be liable for any indirect or consequential losses, special damages or loss of profits, or for any incidental or punitive damages of any kind whatsoever.
- 4.5 All Owners, Operators and Users, by electing to make use the Services and/or Facilities, irrevocably waive and abandon any and all claims disclaimed in terms of clauses 4.1, 4.2, 4.3 and 4.4 above, and undertake not to institute any such claims against the Company. The Company does not represent or warrant that any of the Services or Facilities are fit for the purposes for which Owners, Operators or Users intend using them, and any such representations or warranties are hereby expressly excluded.

IMPORTANT NOTICE: INDEMNITY

5. INDEMNITY

The Operator and Owner of any Aircraft that arrives at the Airport and/or which requires the use of any Services or Facilities, indemnify and hold the Company harmless against any and all costs, liabilities, losses, damages or expenses of any nature incurred by the Company in connection with:

- 5.1 any claims or complaints made against the Company by any Users arriving or present at the Airport in connection with that Aircraft, or the dependants of such Users, (hereinafter collectively "the claimants") where the claimants have suffered any injuries, losses or damages arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the relevant Operator or Owner, or the Company (unless such act, omission, neglect or default constitutes gross negligence or wilful conduct on the part of the Company);
- 5.2 any claims or complaints made against the Company by any third parties with rights or interests in the Aircraft who incur any expenses, losses or damages as a result of any damage to or loss or destruction of the Aircraft arising or resulting directly or indirectly from any act, omission, neglect or default on the part of the relevant Operator or Owner, or the Company (unless such act, omission, neglect or default constitutes gross negligence or wilful conduct on the part of the Company); and
- 5.3 any damage to or destruction of the Facilities (or part thereof) or any other property, arising from any act or omission on the part of the Owner, Operator, pilot, crew member or passenger of the Aircraft,
Provided that, if the Company is found to be liable as a result of any gross negligence or wilful conduct on its part as contemplated in this clause 5, then its liability shall be limited to direct losses or damages only and under no circumstances shall the Company be liable for any indirect or consequential losses, special damages or loss of profits, or for any incidental or punitive damages of any kind whatsoever.

6. USE OF THE SERVICES AND ACCESS TO AIRPORT

- 6.1 The right to access the Airport and use the Facilities and Services by any User is dependent on such User accepting and abiding by these Conditions. The Company reserves the right in its sole discretion to:
 - 6.1.1 deny permission to any Aircraft to land at the Airport, or require an Owner or Operator to remove any Aircraft from the Airport, or to move it from one location to another at the Airport, at the sole risk and expense of the Owner and Operator of the Aircraft;
 - 6.1.2 cause any Aircraft to be moved from one location to another at the Airport, at the sole risk and expense of the Owner and Operator of the Aircraft;
 - 6.1.3 refuse any person access to the Airport, or to require any User to vacate the Airport; and
 - 6.1.4 deny any User access to any Services or Facilities, upon reasonable grounds, such grounds to include (without limitation), the repudiation or failure to comply with any of these Conditions, the breach of any rules, laws or regulations relating to safety, security, aerodrome operations and aviation in general, and to ensure compliance with any instruction, directive or requirement of SACAA or any other government or regulatory authority.
- 6.2 When using the Facilities and Services, the Users shall conduct themselves or any of their activities at the Airport without interfering with or adversely affecting the safe or secure use of the Airport by others, and without causing a nuisance to any other users at the Airport.
- 6.3 Users shall at all times comply with all laws, regulations and by-laws that are applicable at the Airport or to the Company, and shall comply promptly with any reasonable directives, instructions or requests of the Company relating to the Airport, the Facilities and the Services.
- 6.4 Users shall use the Facilities strictly for the purposes for which they were designed and intended, and undertake to compensate the Company on demand for all costs, expenses, losses and damages of any nature whatsoever incurred or suffered by the Company in respect of any damage to or destruction of any of the Facilities (or part thereof), arising from any act or omission on the part of the User.
- 6.5 Unless otherwise agreed, all ramp handling and passenger handling services shall be provided by the Operators or Owners of Aircraft. In performing these ramp handling and passenger handling services, the Operators or Owners of the Aircraft are obliged to comply with all applicable policies, directives,

instructions, regulations and procedures which may be determined by the Company from time to time in accordance with ICAO, IATA or SACAA standards and all laws, legislation and regulations as may be applicable from time to time.

- 6.6 The Operators or Owners of Aircraft agree that:
- 6.6.1 All activities associated with Aircraft turn-around, shall be performed at the Aircraft parking location designated by the Company from time to time;
 - 6.6.2 The maintenance and exterior cleaning of Aircraft (other than emergency and line maintenance) and any technical or other services in respect of Aircraft, shall not be performed at any Aircraft parking location but shall be performed at an Aircraft maintenance hangar, or other facility designated by the Company from time to time;
 - 6.6.3 The Company shall be entitled to regulate and restrict the provision of any ramp handling and/or passenger handling services in order to promote safety and security at the Airport, discourage and minimize congestion of the Airport apron and to improve efficiency at the Airport generally;
 - 6.6.4 The Company shall be entitled to address any conditions at the Airport, including without any limitation, by requiring the movement of any Aircraft from any gate, parking or remote hard stand location, failing which the Company shall be entitled to tow the Aircraft from such gate, parking or remote hard stand location to another suitable location on the Airport at the sole risk and expense of the relevant Aircraft Operator, and in this regard the User's attention is drawn to clause 8.3 hereunder;
 - 6.6.5 If so authorized by the Company in writing and subject to such limitations, terms and conditions as the Company may impose in its sole discretion and subject these Conditions (as amended by the Company from time to time), the Operators or Owners of Aircraft may supply goods or other services at the Airport and may with prior written approval of the Company, appoint any third party to provide any such goods or services.
- 6.7 Insofar as it is not in conflict with the terms of any written agreement between the Company and the User and if so authorized by the Company and subject to such authorization and these Conditions, Operators or Owners of Aircraft shall be obliged to use the in-bound and out-bound baggage handling systems of the Airport for the purposes only of moving in-gauge baggage of its passengers, provided that the Company shall not be responsible for, or obliged to in any manner whatsoever:
- 6.7.1 Deliver any baggage to the Aircraft;
 - 6.7.2 Retrieve any baggage from the Aircraft;
 - 6.7.3 Place any baggage onto the in-bound baggage handling system;
 - 6.7.4 Deliver any baggage to any baggage claim facility;
 - 6.7.5 Place any baggage onto the out-bound baggage handling system;
 - 6.7.6 Deliver any baggage from the out-bound baggage handling system to the Operator, or Owner, or to any third party, and;
 - 6.7.7 Provide any other handling or other service of any nature whatever in relation to any baggage.
- 6.8 Insofar as they are not in conflict with the terms of any written agreement between the Company and the User and if so authorized by the Company and subject to such authorization and these Conditions, Operators or Owners of Aircraft may use the common use areas and common use Facilities of the Airport (as designated by Airport management) for the purposes of carrying cargo on its Aircraft provided that, the Operators shall only use the areas and facilities for processing cargo at the Airport which are designed by the Company for this purpose from time to time and cargo shall be screened and checked for safety and security purposes by the Operators or Owners in accordance with applicable laws, regulations and SACAA standards and requirements.
- 6.9 The Operators or Owners of Aircraft may use and have access to the relevant holding lounges for the purposes of arranging the boarding of its passengers onto domestic and international flights as well as the relevant departure gates and such equipment which may be provided by the Company from time to time, provided that the Operators or Owners shall only be entitled to use the departure gates during the period allotted to the Operators or Owners and only for the purposes of the Operators' or Owners' relevant flight.
- 6.10 All rights to use and access the Services and Facilities referred to in this document are subject to the right of the Company to limit or restrict such rights of use and access for reasons relating to security or safety at the Airport, or during events of international, national or local importance including (without limitation) visiting dignitaries, celebrities, and sporting teams, high profile events, emergencies, labour strikes, popular unrest, states of emergency, terrorist threats or other important occasions. The nature and duration of the limitations and restrictions shall be determined by the Company in its sole discretion.

7. SECURITY

- 7.1 The Company shall not be responsible for the security of any Aircraft or the property of Users. Owners and Operators of Aircraft carry the entire responsibility for securing and protecting their Aircraft whilst the Aircraft is at the Airport. Users bear sole responsibility for securing and protecting their property.
- 7.2 If so required by the Company, Operators or Owners of Aircraft shall at their own expense implement security measures in order to protect Aircraft or the property of Users by means of their own employees or a third party appointed by the Operator or Owner, provided that such security measures are implemented in a manner reasonably acceptable to the Company and not in conflict with any SACAA or IATA regulations, recommendations or requirements, or in conflict with any applicable laws or regulations.
- 7.3 Operators or Owners of Aircraft shall notify the Company in writing of the manner in which and by whom such security measures will be implemented and furnish a schedule of all such security measures to the Company and may not change any matter referred to without the Company's prior written consent.

8. AIRCRAFT PARKING

Operators and Owners of Aircraft should take notice that operational, safety and security requirements may dictate that Aircraft be moved at any time after the disembarkation of its passengers and crew and for this purpose Operators and Owners are obliged to provide the Company with the names and contact details of sufficient suitably qualified personnel who are available at all times to ensure that the Aircraft may be moved at any time if the Company so requests. The attention of Owners, Operators and Users is also drawn to the extracts from Part 139.01 of the Civil Aviation Regulations, reproduced in Appendix 1 hereto.

- 8.1 Operators or Owners of Aircraft may park their Aircraft at the Airport, provided that:
 - 8.1.1 The Aircraft shall only be parked in an area designated by the Company from time to time;
 - 8.1.2 The Operator or Owner acknowledges and agrees that the Company does not warrant and shall not be obliged to ensure that every request by the Operator or Owner for any specific parking location shall be granted by the Company, or the same parking location will again be allocated by the Company to any Operator or Owner, or that Aircraft parking will be available at all at the Airport at any particular time or date;
- 8.2 The Operator or Owner shall ensure that:
 - 8.2.1 Sufficient suitably qualified personnel are available at all times to ensure that the Aircraft may be moved at any time if the Company so requests;
 - 8.2.2 If required, personnel of the Operator or Owner are at all times in possession of valid airside and driving permits to move Aircraft;
 - 8.2.3 The Aircraft may be moved at any time after the disembarkation of passengers and if the Company so requests, from its initial parking location to any other parking location determined by the Company;
 - 8.2.4 The Aircraft is parked in the parking location designated by the Company for the specific period of time designated by the Company, and;
 - 8.2.5 Any parking stand used in respect of the Aircraft, shall after such use be left in a condition that in no way restricts the effective operation, safety, security, arrival and departure of any other Aircraft or passengers.
- 8.3 **Should an Aircraft not be moved from any parking location at the Airport within a reasonable time after the Company has requested the Operator or Owner to do so, the Company shall be entitled to tow the Aircraft at the Operator's or Owner's sole risk and expense to another parking location at the Airport and in this respect the Operator or Owner is referred to the indemnity contained in clause 4 of these Conditions. Any expense incurred by the Company to tow the Aircraft to another parking location, shall be payable by the Operator or Owner to the Company on demand.**
- 8.4 The Owners and Operators of any Aircraft present at the Airport grant the Airport a lien and right of retention over such Aircraft as security for due payment of all fees, charges, taxes, levies and other amounts due to the Company:
 - 8.4.1 in terms of these Conditions; or
 - 8.4.2 pursuant to any other agreement or cause between the Company and the relevant Owners or Operators; or
 - 8.4.3 arising from the supply of any Services and Facilities in connection with the Aircraft, or the use of any Services or Facilities by the passengers or crew of the Aircraft; or

8.4.4. in connection with the preservation, storage, removal and disposal of the Aircraft.

The Company shall be entitled to remove and dispose of any Aircraft which has been abandoned, or allowed to fall into a derelict state at the Airport, after attempting to contact the last known Owner of the Aircraft and to utilize any proceeds of such disposal to settle any outstanding rental, parking fees, towing fees or other amounts due as referred to in 8.4.1, 8.4.2 and 8.4.3 above, and to defray any costs which the Company has incurred as a result of the preservation, storage, removal and disposal of the Aircraft.

8.5 In respect of abandoned or derelict Aircraft as referred to in clause 8.4, the Operator and the Owner who brought the Aircraft onto the Airport shall be held liable jointly and severally for all parking, removal and disposal fees in respect of the Aircraft, notwithstanding the fact that a new operator may have taken control of the Aircraft or a new owner may have taken ownership and possession of the Aircraft. An Operator and Owner shall only be released of their payment obligations, and the Aircraft shall only be released from the Company's lien and permitted to leave the Airport when:

8.5.1 In the case of the Operator:- The Operator provides the Company with (i) written notification of the name, contact person and contact details of the new operator and the date from which the new operator took control of the Aircraft, (ii) the new operator confirms to the Company in writing the correctness of the notification aforesaid, (iii) the Operator settles in full the outstanding debt owed to the Company to the date the new operator took control of the Aircraft; and

8.5.2 In the case of the Owner:- The Owner provides the Company with (i) written notification of the name, contact person and contact details of the new owner and the date from which the new owner took control of the Aircraft, (ii) the new owner confirms to the Company in writing the correctness of the notification aforesaid, (iii) the Owner settles in full the outstanding debt owed to the Company to the date the new owner took control of the Aircraft.

9. FUEL

9.1 The Company is the sole and exclusive provider of aviation fuel at the Airport.

9.2 No credit is allowed in respect of the purchase of aviation fuel and payment in respect thereof must be made immediately upon refuelling of Aircraft. The Company will remain the owner of all aviation fuel until it is paid for in full and should an Operator or Owner of Aircraft fail or refuse to make payment, the Company shall be entitled to reclaim the fuel irrespective of whether or not an Aircraft has already been refuelled and all costs in relation to such recovery shall be paid by the Operator or Owner, on demand.

10. EMERGENCY MANAGEMENT SYSTEM

10.1 All Operators and Owners of Aircraft shall acquaint themselves with and take full cognisance of the Emergency Management System guide (EMS guide) and the Airline Accident Management guide and acknowledge that the procedures set out therein will be communicated to all their crew and other responsible staff. In particular and without limiting the aforesaid, the Operators or Owners acknowledge that they are familiar with the following provisions of the EMS guide:

10.1.1 Alarm notification procedures for the assessment of, and coordinated response to any accident;

10.1.2 Check lists to assist management members required to direct disaster response activities on behalf of the Operator;

10.1.3 Check lists and organizational aids required during disaster response, and;

10.1.4 Check lists based on the regulatory requirements applicable to the Airport.

10.2 The Operators or Owners of Aircraft acknowledge that the response plan establishes recommended actions and guidelines but it does not attempt to include all emergency response procedures that may be required in a given situation.

10.3 The Operators or Owners of Aircraft acknowledge that the EMS guide is intended to guide the Operator or Owner in preparing for an appropriate response to any major incident or accident at the Airport and should be used as a guide rather as a detailed set of instructions.

11. SAFETY ENFORCEMENT SYSTEM

The Users hereby agree that in the interests of safety and security at the Airport, it may be necessary for the Company to administer and implement a safety enforcement system which will, of necessity, include sanctions against Users in the form of warnings, the suspension of Services and the suspension and/or withdrawal of permits or licences, to enforce compliance.

12. OBLIGATIONS, RIGHTS AND ENTITLEMENTS

Rights and entitlements of the Company

- 12.1 The Company shall be entitled at any time to close the whole or any portion of the Airport, including without limitation any runway, taxiway, apron, airside area, terminal building, warehouse, hangar or any area or improvement on the Airport for safety or security reasons or for effecting repairs, rehabilitation, maintenance or dealing with any accident, adverse weather conditions, emergency or any event of force majeure at the Airport.
- 12.2 The Users acknowledge and agree that:
- 12.2.1 Any closure of the whole or any portion of the Airport, as aforesaid, may result in the temporary suspension, interruption or discontinuance of the use of the affected Facilities or other areas of the Airport, or the Services;
- 12.2.2 Such closure shall, notwithstanding anything to the contrary in these Conditions, not constitute or result in a breach by the Company of any obligation and shall not entitle a User to any claim, set-off, abatement or any other reduction or withholding of any amount payable to the Company;
- 12.2.3 The Operator or Owner shall reschedule the arrival or departure times of its flights to enable the Company to complete any action or measures taken by it as a consequence of the closure;
- 12.2.4 **The Company will have no liability whatsoever for any loss, liability, damage or expense suffered as a result of or in relation to such closure.**
- 12.3 **The Company does not warrant that a User will be granted any licence or consent to carry on any business and/or activities at the Airport or that any such licence or consent will be renewed.**
- 12.4 A User shall not be entitled to license, install, use or exploit any technology, equipment or machinery at the Airport which is not ordinarily or reasonably associated with the Services.
- 12.5 The Company shall be entitled at its cost to vary, modify, enhance or improve any of the systems, technology, equipment or the like at the Airport and the User shall fully cooperate with the Company with regard to any such variation, modification, enhancement or improvement and the Company shall have no liability whatsoever for any loss, liability, damage or expense suffered as a result of or in relation to any such activity.

Additional Obligations of the User

- 12.6 The User shall:
- 12.6.1 Comply with any security, health, safety and emergency measures instituted or required by the Company at the Airport at any time in order to comply with any application laws, regulations and requirements of SACAA, IATA or ICAO from time to time;
- 12.6.2 At its cost and in the event of any spillage, seepage or leakage (spillage) of aviation fuels, related or similar products from an Aircraft, forthwith notify the Company thereof and at its cost take all necessary action to limit the effect of such spillage, clean up the spillage and perform all necessary remediation required as a result thereof. Such action shall be taken in accordance with all relevant international standards and specifications and within a reasonable timeframe to be advised by the Company;
- 12.6.3 Ensure that all common use areas, common use facilities, exclusive use areas that may have been allocated to the User, apron and the airside area are not left in a dirty, untidy and unsanitary condition after use thereof;
- 12.6.4 Not interfere with or alter any electrical or other installations or facilities at the Airport.
- 12.7 The Operator or Owner shall immediately upon request to do so, provide the following operational data in respect of its Aircraft that is on the Airport, to the Company:
- 12.7.1 The maximum design take-off weight, and;
- 12.7.2 Any changes in the maximum design take-off weight.
- 12.8 Should the Operator or Owner fail to provide any or all of the information set out in clause 12.7, the Company shall be entitled to assess the charges (the assessed charges) payable by the Operator or Owner by reference to the maximum design take-off weight and the maximum passenger capacity of the type of Aircraft in respect of which such information or details was not provided. The Operator or Owner shall then, notwithstanding anything to the contrary in these Conditions, pay the full amount of the assessed charges to the Company on demand.

- 12.9 The Operator or Owner shall on receipt of a written request from the Company, permit the Company, or its duly authorized representatives, to inspect at the Operator's or Owner's premises, or at any other place at the Airport designated by the Company:
- 12.9.1 The Aircraft load sheets in respect of any of the Operator's or Owner's Aircraft on the Airport, to allow the Company to verify all details with respect to the passengers or cargo;
 - 12.9.2 The Aircraft flight manuals to allow the Company to verify the weight and noise characteristics of any of the Operator's or Owner's Aircraft on the Airport, and;
 - 12.9.3 Such other documentation as the Company may require in order to verify any of the amounts payable by the Operator or Owner under these Conditions, and compliance in general with the provisions of this document.

13. CONSIDERATION PAYABLE FOR SERVICES

The obligation is upon the Owner, Operator and User to confirm the usual fees charged by the Company from time to time in respect of the Facilities and Services, before the Facilities and Services are used. Enquiries may in this regard be addressed to the Airport management at: info@lanseria.co.za or +27 11 367 0300

- 13.1 **The Operator and Owner shall be liable jointly and severally to pay to the Company its usual posted charges in respect of landing, parking and passenger services (the charges).**
- 13.2 All charges shall be paid without set-off, deduction or bank charges within 30 (thirty) days of the Company's monthly invoice in respect thereof with the exception of fuel which is payable upon delivery of the fuel..
- 13.3 All amounts payable in terms of these Conditions are expressed to be exclusive of Value Added Tax at the current rate, which Value Added Tax shall be payable by the Operator or Owner to the Company against the issue of an appropriate Value Added Tax invoice by the Company.
- 13.4 **The Company has the right to detain any Aircraft of an Operator or Owner or to refuse Services to any Aircraft of an Operator or Owner who is in default in respect of the payment of any charges due and payable to the Company and the Company shall not be liable for any loss, liability, damage or expense suffered as a result of or in relation to such detention or suspension of Services.**
- 13.5 If the Company has reason to believe that an Operator, Owner or User will be unable to pay to the Company any fees or other charges, the Operator or Owner shall as security for the fulfilment of its obligations under these Conditions, immediately pay to the Company such amount as a deposit as the Company may in its reasonable discretion demand. Until receipt of payment of the deposit, the Company shall be under no obligation to provide any Facilities or Services to the relevant Operator, Owner or User.
- 13.6 The Company shall have the right to apply the whole or a portion of the deposit towards the payment of any amount payable by the Operator or Owner in terms of these Conditions. If the whole or any portion of the deposit is so applied, the Operator or Owner shall forthwith reinstate the deposit to its original amount.

14. APPLICABLE LAW

These Conditions shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa. The User submits to and agrees that the North Gauteng High Court, Pretoria, Gauteng Province, Republic of South Africa shall have (non-exclusive) jurisdiction over all matters relating to the supply of the Services and Facilities and the enforcement by the Company of these Conditions.

15. GENERAL

- 15.1 The Company shall be entitled to make any amendments to these Conditions from time to time, and any such amendments shall become binding within 14 days of publication on the website of the Company. Users, Owners and Operators must monitor the Company's website on a regular basis in order to familiarise themselves with the latest version of the Conditions.
- 15.2 No indulgence or extension of time which the Company may grant to any Owner, Operator or User shall constitute a waiver of or limit any of the rights of the Company.
- 15.3 The provisions of these Conditions shall be separate, distinct and severable from each other to the extent that if any provision or portion thereof is held to be inoperative or unenforceable, then the remaining provisions of these Conditions shall remain binding and enforceable. Where any clause or provision is in a particular instance or set of circumstances contrary to the provisions of the CPA, then such clause or

provision must be read down to the extent necessary to comply with the CPA, or if reading-down is not possible, then read as not applicable to the particular case.

- 15.4 Where any specific written agreement is entered into between the Company and any User, Owner or Operator, and such specific agreement lapses or is terminated for any reason, then these Conditions shall become binding upon such Owner, Operator or User with full force and effect from the date of such lapsing or termination.

Lanseria International Airport

APPENDIX 1
EXTRACTS FROM PART 139.01 OF THE CIVIL AVIATION REGULATIONS
MADE IN TERMS OF THE AVIATION ACT, ACT 74 OF 1962

139.01.12 Use of runways or taxiways and landing at or taking off from aerodrome

Save in an emergency-

- (a) or on the direction of the aerodrome operator given in terms of regulation 139.01.14, no person shall move an aircraft in the restricted area except on a runway or taxiway;
- (b) no person shall move an aircraft or vehicle onto a runway or a taxiway or go onto a runway or a taxiway-
 - (i) without the permission of the air traffic service unit operating at the licensed aerodrome, if the air traffic service unit is manned at the time;
 - (ii) except according to the instructions issued by the air traffic service unit operating at such aerodrome, if the air traffic service unit is not manned at the time;
 - (iii) except in a manner that shall not endanger aircraft traffic, if the air traffic service unit is not manned at the time and no instructions have been issued by such air traffic service unit;
- (c) or with the approval of such holder, no person shall use a portion of a licensed aerodrome other than a runway for landing an aircraft or for taking off; and
- (d) no person shall land on a runway an aircraft fitted with a tailskid nor take off from a runway using such aircraft.

139.01.13 Points of entry to or exit from restricted area

(1) No-

- (a) person other than a person carried in an aircraft or in or on a vehicle;
- (b) aircraft travelling on the surface of a licensed aerodrome or heliport; or
- (c) vehicle, may enter or leave the restricted area except at points established by the aerodrome or heliport operator for such purpose.

(2) Save in an emergency no person-

- (a) other than a person carried in an aircraft or in or on a vehicle shall enter or leave the restricted area; or
- (b) shall move an aircraft travelling on the surface of a licensed aerodrome or heliport, or a vehicle into or from the restricted area, except at an appropriate point of entry or exit stipulated in terms of subregulation (1).

139.01.14 Movement of aircraft or vehicles in restricted area on direction of aerodrome operator

(1) The operator of an aircraft which is travelling on the surface of a licensed aerodrome and which is in the restricted area but not on a runway or a taxiway or the person in lawful charge of a vehicle which is in the restricted area shall, on being directed to do so by the aerodrome operator, move that aircraft along the surface of the aerodrome or that vehicle-

- (a) to another place in the restricted area indicated by the aerodrome operator; or
- (b) from the restricted area, and if such operator or person refuses or fails or is not present to comply forthwith with such direction, the aerodrome operator may have that aircraft or vehicle moved to comply with such direction and may recover from such operator or person the costs incurred in having that aircraft or vehicle so moved and any such action by the aerodrome operator shall not exempt such operator or person from a prosecution in respect of such refusal or failure.

(2) Any direction given by the aerodrome operator in terms of subregulation (1) shall not authorise any person to move the aircraft or a vehicle onto a runway or a taxiway-

- (a) without the permission of the air traffic service unit operating at the licensed aerodrome, if the air traffic service unit is manned at the time;
- (b) except according to the instructions issued by the air traffic service unit operating at such aerodrome, if the air traffic service unit is not manned at the time;
- (c) except in a manner that shall not endanger aircraft traffic, if the air traffic service unit is not manned at the time and no instructions have been issued by such air traffic service unit.

139.01.15 Access to apron

(1) Except with the approval of the aerodrome operator no person other than-

- (a) a person carried in an aircraft travelling on the surface of a licensed aerodrome or in or on a vehicle;

- (b) a person about to embark in an aircraft parked on the apron, who is proceeding under the supervision of the operator of that aircraft or his or her employee from the terminal building to that aircraft;
 - (c) a person who has disembarked from an aircraft parked on the apron, who is proceeding under the supervision of the operator of that aircraft or his or her employee from that aircraft to the terminal building;
 - (d) the operator of an aircraft parked on or moving on the surface of the apron or his or her employee only when the performance of his or her duties or the course of his or her employment requires his or her presence on the apron; or
 - (e) the holder of a licence referred to in section 2(3) of the Businesses Act, 1991 (Act 71 of 1991), or his or her employee only when the performance of his or her duties or the course of his or her employment requires his or her presence on the apron, shall have access to the apron.
- (2) Except with the approval of the aerodrome operator no person shall move an aircraft travelling on the surface of a licensed aerodrome or a vehicle onto the apron.
- (3) The aerodrome operator shall determine procedures according to which permission to have access to the apron shall be granted.

139.01.16 Points of access to or egress from apron

- (1) No-
- (a) person other than a person carried in an aircraft or in or on a vehicle;
 - (b) aircraft travelling on the surface of a licensed aerodrome; or
 - (c) vehicle, may enter or leave the apron except at points established by the aerodrome operator for such purpose.
- (2) Save in an emergency no person-
- (a) other than a person carried in an aircraft or in or on a vehicle shall enter or leave the apron; or
 - (b) shall move an aircraft travelling on the surface of a licensed aerodrome or a vehicle onto or from the apron, except at an appropriate point of access or egress stipulated in terms of subregulation (1).

139.01.17 Movement of aircraft or vehicles on apron

- (1) No person shall move an aircraft or any vehicle on the apron of a licensed aerodrome-
- (a) if there is any reasonably foreseeable danger of a collision with a person or any object on the aerodrome; and
 - (b) unless a speed is maintained which is safe and reasonable under the circumstances, but which does not in any case exceed 30 km per hour:
 Provided that any signals given by hand or otherwise by an official on duty at the aerodrome by instruction of the aerodrome operator to a pilot in control of an aircraft which is being moved on the aerodrome or to a driver or other person in control of any vehicle which is being moved on the apron, or any mark or light on the aerodrome having the purpose of serving as an aid to a pilot in control of an aircraft or driver or person in control of a vehicle to indicate a specific route or parking bay on the aerodrome, by no means exempts such pilot, driver or other person from the obligation to stop such aircraft or vehicle or to take any other steps which might under the specific circumstances be imperative in order to avoid such collision or damage to property or loss of life.
- (2) No person shall move an aircraft travelling under its own power on the surface of a licensed aerodrome on the apron unless he or she is the holder of an appropriate licence issued in terms of Part 61 which entitles him or her to pilot that aircraft: Provided that a student pilot who is not the holder of a student pilot licence, may move an aircraft on the apron while undergoing training with and accompanied in the aircraft by the holder of a flight instructor rating.

139.01.18 Parking of aircraft on apron

- (1) The operator of an aircraft shall ensure-
- (a) that the aircraft is parked in the place on the apron allocated to it by the aerodrome operator; and
 - (b) that the aircraft is parked in the place so allocated in the position required by the aerodrome operator, and if such operator refuses or fails or is not present to comply forthwith with the terms of such allocation or requirement, the aerodrome operator may have that aircraft parked or positioned so as to comply with the terms of such allocation or requirement and may recover the costs incurred in so parking or positioning that aircraft from the operator of that aircraft and any such action by the aerodrome operator shall not exempt such operation for a prosecution in respect of such refusal or failure.
- (2) Save in an emergency no person shall move an aircraft-

- (a) from the parking place allocated to it in terms of subregulation (1)(a); or
- (b) from the position in which it was placed in terms of subregulation (1)(b), except with the approval of the aerodrome operator.

139.01.19 Movement of aircraft on apron on direction of aerodrome operator

- (1) The operator of an aircraft which is on the apron shall, on being directed to do so by the aerodrome operator, move such aircraft-
- (a) from the position in which it was placed in terms of regulation 139.01.18(1)(a) to another position in the same parking place;
 - (b) from the parking place in which it was parked in terms of regulation 139.01.18(1)(b) to any other parking place on the apron; or
 - (c) from the apron, and if the operator of such aircraft refuses or fails or is not present to comply forthwith with such direction, the aerodrome operator may have such aircraft moved to comply with such direction and may recover the costs incurred in having such aircraft so moved from the operator of such aircraft and any such action by the aerodrome operator shall not exempt such operator from a prosecution in respect of such refusal or failure.
- (2) An aircraft moved to another position under the provisions of subregulation (1)(a) shall be deemed to have been placed in its new position in terms of regulation 139.01.18(1)(b) and an aircraft moved to another parking place under the provisions of subregulation (1)(b) shall be deemed to have been parked in its new parking place in terms of regulation 139.01.18(1)(a).

139.01.20 Movement of vehicles on apron on direction of aerodrome operator

The person in lawful charge of a vehicle on the apron shall, on being directed to do so by the aerodrome operator, move such vehicle-

- (a) to another place on the apron indicated by the aerodrome operator; or
- (b) from the apron, and if such person refuses or fails or is not present to comply forthwith with such direction, the aerodrome operator may have such vehicle moved to comply with such direction and may recover from such person the costs incurred in having such vehicle so moved and any such action by the aerodrome operator shall not exempt such person from a prosecution in respect of such refusal or failure.

139.01.21 Securing of parked aircraft

An aircraft parked on the apron and unattended shall be properly moored or otherwise secured by the operator of such aircraft.

139.01.22 Embarkation or disembarkation of persons in or from aircraft

- (1) The operator of an aircraft in which persons are to be embarked or from which persons are to be disembarked on the apron shall-
- (a) supervise the embarking or disembarking of persons from such aircraft;
 - (b) if the construction of such aircraft requires the use of passenger steps for embarking or disembarking persons in or from such aircraft, ensure that passenger steps have been correctly and securely placed at each aircraft door which is to be used for embarking or disembarking persons in or from such aircraft before persons embark in or disembark from such aircraft.
- (2) Save in an emergency or with the approval of the aerodrome operator, no person shall on a licensed aerodrome embark in or disembark from an aircraft except on the apron.

139.01.23 Loading or unloading of cargo in or from aircraft

- (1) The operator of an aircraft which is to be loaded or unloaded on the apron shall-
- (a) ensure that all working holds and doors of such aircraft are open to permit the efficient loading or unloading of such aircraft;
 - (b) ensure that proper labels are affixed to all items of cargo which are to be carried in such aircraft; and
 - (c) supervise the loading or unloading of such aircraft and ensure, when such aircraft is being loaded, that each item of cargo is placed in its appropriate place in such aircraft.
- (2) Save in an emergency or with the approval of the aerodrome operator, no person shall, on a licensed aerodrome, load cargo in or unload cargo from an aircraft except on the apron.