

SINGAPORE SELETAR AIRPORT: CONDITIONS OF USE 2018

Effective [19 November 2018]



Explanatory Notes:

1. These Conditions of Use (“these Conditions”) set out the terms and conditions that apply to all Users of the Airport Services and Facilities at Singapore Seletar Airport. If you use our Airport Services and Facilities in any way, you agree to be bound by these Conditions.
3. These Conditions take effect from 19 November 2018, and supersede all previous conditions.
4. Subject to any contrary requirement under law, Changi Airport Group (Singapore) Pte Ltd may change, replace or waive any of these Conditions at our sole discretion.

CONDITIONS OF USE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions, the following words and expressions shall have the following meaning unless the context otherwise requires:

- "Air Carrier"** means a person –
- (1) performing Commercial Air Transport Operations; or
 - (2) who, at the material time, has the management or control of any Aircraft arriving at, parked at or departing from the Airport
- and includes the successors-in-title and assign(s) of each such person.
- "Aircraft"** means a machine that can derive support in the atmosphere from the reactions of the air other than reactions of the air against the earth's surface.
- "Aircraft Maintenance Services"** means the services set out in Schedule 4 and performed at the Airport.
- "Airport"** means Seletar Airport as declared under the Civil Aviation Authority of Singapore (Seletar Airport) Notification (S293 of 2009) made on 30 June 2009 pursuant to the CAAS Act.
- "Airport Services and Facilities"** means all or any of the following services and/or facilities at the Airport –
- (1) enabling the landing and taking off of Aircraft, such as the provision of -
 - (a) runways, taxiways, parking aprons and parking stands for Aircraft;
 - (b) facilities and services for apron control;
 - (c) airfield and associated lighting;

- (d) services to maintain and repair airfields, runways, taxiways and parking aprons for Aircraft;
 - (e) rescue, fire safety and environmental hazard control services;
 - (f) airfield supervisory and security services; and
 - (g) equipment, machinery, facilities and services for any Air Carrier's use, including the provision of a jet blast fence;
- (2) enabling, within certain areas of the Airport, the servicing and maintenance of Aircraft and the handling of cargo carried or to be carried by Aircraft, such as the provision of –
- (a) hangars;
 - (b) services and facilities for the maintenance and refueling of Aircraft and waste disposal;
 - (c) services and facilities for the storing and processing of cargo; and
 - (d) security, customs and quarantine services for cargo;
- (3) for the use of Aircraft passengers –
- (a) Retractable shelter, passenger thoroughfares and seating areas;
 - (b) services and facilities for the operation of customs, immigration and health checks and control;
 - (c) facilities for the sale and collection of goods;
 - (d) services and facilities for the operation of security and safety, and transportation services; and
 - (e) common use equipment and system and activities undertaken (including the services and facilities provided) in any passenger terminal to enable the check-in and screening

of passengers, including services for baggage handling and screening;

(4) for persons at the Airport –

- (a) information and public address systems;
- (b) catering services and facilities; and
- (c) parking of vehicles, transportation via sky trains and other related services and facilities; and

(5) any other services and facilities which are incidental to the operation of the Airport.

"Approved Aircraft Maintenance Services Company"	means any party approved by CAG to provide Aircraft Maintenance Services at the Airport.
"Approved Ground Handling Company"	means any party approved by CAG to provide Ground Handling Services at the Airport.
"Baggage Handling System"	means any system operated by CAG at the Airport for the processing of baggage.
"Baggage Source Messages"	means computer messages designed to provide information for processing of baggage by the Baggage Handling System.
"CAAS"	means the Civil Aviation Authority of Singapore.
"CAAS Act"	means the Civil Aviation Authority of Singapore Act, 2009.
"CAG"	means Changi Airport Group (Singapore) Pte. Ltd. and includes its successors and assigns.
"CAG Rules"	means all or any rules imposed by CAG from time to time relating to, <i>inter alia</i> , security, financial arrangements, health, safety, environmental protection, communications, management, operations and/or order at the Airport and found at http://www.changiairportseletarairport.com/en/conditions-of-use.html as may be updated or amended from time to time.
"cargo"	means any property carried on an Aircraft, including mail and animals.
"Charges"	means -

- (1) all charges, fees, levies or other sums stipulated by CAG as payable by the User (including LPA, and rental of check-in counters, where applicable), for any Airport Services and Facilities;
- (2) all charges, fees, levies or other sums stipulated by CAG as payable by or on behalf of Aircraft passengers (including sums which any Air Carrier agrees or is required to collect from Aircraft passengers on behalf of or to account or pay to CAG, such as PSSF charges); and
- (3) all charges, fees, levies or other sums imposed by the CAAS on Aircraft passengers or otherwise payable by Aircraft passengers to CAAS and in respect of which CAG has been authorised or designated to collect on behalf of CAAS, including the aviation levy

as the case may be.

"Commercial Air Transport Operations"

means any operation of Aircraft, to, from or at the Airport, for hire or reward, including delivery flights, pleasure flights, training flights, private jet flights and any other flights.

"Confidential Information"

means information, data and materials disclosed by CAG, whether or not in writing or other tangible form.

"Contract"

means any agreement (including these Conditions) made between CAG and the User or any permission or licence granted by CAG to the User for the use of any Airport Services and Facilities, whether in writing, verbally or by conduct or by any combination of the same and whether formal or informal or whether express or implied.

"CSC"

means the Changi Slots Committee organised by CAG.

"Departure Control System"

means an airline host system which provides departure control applications including check-in, seat arrangement, boarding pass printing and baggage tag printing.

"Ground Handling Services"

means services, *inter alia*, for the provisioning of an Aircraft, the processing of Aircraft passengers, crew, baggage or cargo and apron handling and such other services as may be designated as such by CAG.

"IATA"	means the International Air Transport Association.
"LPA"	means landing, parking and aerobridge charges.
"Operator Security Programme"	means the security programme which the Air Carrier is required by CAG or by law to establish, implement and maintain in respect of operations at the Airport.
"Parties"	means CAG and the User, and "Party" means either of them.
"Permitted Persons"	means the User's employees, agents, contractors and other persons nominated by the User.
"person"	includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, partnership or any other entity (whether or not having separate legal personality).
"PSSF"	means the passenger service and security fee.
"Security Restricted Area"	means any area of the Airport identified by CAG as an area containing potential security risks where, in addition to access control, other security controls are applied; and includes any commercial aviation passenger departure area between the screening checkpoint and the Aircraft, ramp, baggage sorting area, any area where an Aircraft is brought into service and screened baggage or cargo is present, any cargo shed, mail centre and airside catering, refuelling or Aircraft cleaning premises.
"Singapore Dollars"	means the lawful currency of the Republic of Singapore.
"Tax"	means any tax, levy, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
"User"	means any person who uses and/or provides (excluding CAG) the Airport Services and Facilities.

1.2 Interpretation

In these Conditions, unless the context requires or unless expressly agreed otherwise:

- (1) where the User shall comprise more than one person, the obligations and responsibilities of such persons shall be joint and several;

- (2) where the consent or approval of CAG shall be required under the Contract, such consent or approval may be given or withheld by CAG in its discretion and subject to such terms and conditions as CAG may deem fit to impose;
- (3) where pursuant to these Conditions CAG has the right to execute or decide on any matter, CAG shall have the right to execute or decide on such matter in its sole discretion;
- (4) if the Contract shall comprise more than one document (including these Conditions), the several documents forming the Contract shall be taken as mutually explanatory of each other and -
 - (a) the provisions of such documents shall prevail in the event of any contradiction or inconsistency between the provisions of such documents and these Conditions; and
 - (b) subject to sub-paragraph (a) above, in the event of any contradiction or inconsistency between the provisions of any document and the provisions of any other of such documents, the provisions of the document with a later date shall prevail;
- (5) any reference in these Conditions:
 - (a) to these Conditions is a reference to these Conditions as revised from time to time;
 - (b) to any agreement or other document is a reference to that agreement or other document as revised from time to time; and
 - (c) to "**by-laws**" means the by-laws from time to time issued by CAAS and/or CAG;
- (6) words importing the singular only shall also include the plural and vice versa;
- (7) a word or expression used in any other document to be read in connection with these Conditions shall have the same meaning as such word or expression defined in these Conditions;
- (8) all agreements, stipulations, applications, orders, instructions, notices, requests, description, directions, declarations, permissions, consents and other communication required or permitted under the Contract to be made with or given to CAG shall be made or given in writing; and
- (9) any phrase introduced by the expressions "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Occupation and Use of Airport Services and Facilities

- 2.1 Unless expressly agreed otherwise, the Contract is not intended to confer exclusivity or any proprietary interest on the User nor to create any relationship of lessor and lessee between the Parties as regards the occupation and use of the Airport Services and Facilities.
- 2.2 The User shall occupy and use the Airport Services and Facilities only for the purpose approved by CAG.
- 2.3 While the User is at, entering or leaving the Airport or using the Airport Services and Facilities:
- (1) the User shall not interrupt, interfere with or obstruct the use of services and facilities at the Airport by any other person;
 - (2) the User shall take every care and precaution to prevent loss or damage to any property or the environment or injury to any person at the Airport; and
 - (3) the User shall provide information and data pertaining to its operations or the Contract, including passenger manifests, as may be required by CAG from time to time.
- 2.4 The User acknowledges and agrees that unless expressly agreed otherwise, the User and all persons providing services and facilities to the User at the Airport are operating in all respect as independent operators and contractors and shall not be deemed in any respect to be employees, agents or contractors of CAG.
- 2.5 CAG shall as soon as and as far as reasonably practicable:
- (1) notify the User if any Airport Services and Facilities may be or shall be unavailable; and
 - (2) where CAG considers it necessary to suspend or withdraw any Airport Services and Facilities from use or availability, use its reasonable endeavours to provide or identify alternative airport services and facilities for use by the User at the User's own risk and expense.

3. Entry into, Presence and Movement at the Airport

- 3.1 CAG may permit the User or any Permitted Persons to enter and remain at the Airport or at specified parts of the Airport as CAG considers to be necessary for the purposes of the Contract, subject to their compliance with these Conditions, CAG Rules and other requirements of CAG and the relevant authorities. Air Carriers shall also comply with the terms and conditions set out in Annex 1 of these Conditions.
- 3.2 Notwithstanding the foregoing provisions:
- (1) CAG may refuse to grant access to the Airport to the User or any Permitted Persons for reasons which CAG shall not be obliged to disclose; and
 - (2) the User shall, if required by CAG at any time, immediately and at the risk and expense of the User, remove any Permitted Persons from the Airport.

3.3 Unless otherwise agreed by CAG in writing, the User shall immediately upon its cessation of use of the Airport Services and Facilities or upon the expiry or termination of the Contract, whichever shall be earlier, remove from the Airport:

- (1) all equipment, vehicles, furnishings, furniture, stocks and other property; and
- (2) all of its employees, agents, contractors and invitees.

3.4 If any User shall not comply with clause 3.3, CAG may treat any and all property referred to in the Condition as being abandoned by the User and dispose of such Property at any time and in any manner as CAG deems fit and at the cost (including CAG's administrative cost) and expense of the User.

3.5 CAG may at any time and from time to time require the User to:

- (1) move an Aircraft to another location at the Airport; or
- (2) remove an Aircraft from the Airport

at the User's risk and expense and within the time specified by CAG, failing which CAG may take all necessary action to move or remove or procure the movement or removal of the Aircraft at the risk and expense of the User.

4. Financial Matters

General

4.1 The Charges shall be as agreed between the Parties from time to time or as notified by CAG to the User, or in the absence of such agreement or notification, as made available on the Seletar Airport website or in any other form from time to time. Unless otherwise agreed by CAG in writing, CAG may review and revise all or any Charges from time to time.

4.2 Unless otherwise agreed by CAG in writing, all Charges shall be paid by the User in Singapore Dollars (together with any applicable tax, stamp duty and remittance charges) within the time frame and in the manner required by CAG (including payment to third parties appointed by CAG to bill and collect payment from Users on behalf of CAG), without any set-off, counterclaim, deduction or withholding.

4.3 If, due to any reason other than the default of CAG, the User shall not pay in full any sum due to CAG in respect of any Airport Services and Facilities within such period as permitted by CAG, the User shall also pay to CAG:

- (1) interest on such sum due at the rate of 8% per annum, which interest shall accrue on a day to day basis from the date immediately after the due date for payment to the date of actual payment of such sum in full; and
- (2) the costs and expenses incurred by CAG to recover such sum and interest (including the costs of legal and other professional services).

- 4.4 The sums due to CAG under the Contract shall be paid without demand or deduction and may at CAG's discretion be deducted from or reduced by any sum due or to become due at any time from CAG to the User under this or any other contract between the User and CAG or may be recovered by CAG from the User as a debt. CAG shall at all times be entitled to withhold or offset any amount(s) due to the User against any amount(s) owing by the User to CAG.
- 4.5 The sum received by CAG under the Contract may at CAG's discretion be used by CAG to pay or reduce any sum due or to become due at any time from the User to CAG under this or any other contract between the User and CAG.
- 4.6 Invoices shall be sent electronically by CAG to each User through the "e-Invoicing System (Web*EPIC)" or such other system as may be informed by CAG. Users are required to apply for access to the system in order to view and print the invoices to process payment, as hardcopy invoices will not be issued by CAG. Any queries relating to any such invoice issued by CAG should be logged within 10 days of the relevant invoice date.
- 4.7 Invoices shall be paid by direct debit authorisation where the User or its designated agent maintains a bank account in Singapore and the bank is a participant in the inter-bank GIRO clearing system.
- 4.8 Notwithstanding clauses 4.6 and 4.7 above, CAG shall have the right (at its sole discretion) to issue hardcopy invoices to each User and to direct that such User pays such invoices using such other modes of payment (including by way of cash payment, cheque or telegraphic transfer).

5 Liens

- 5.1 For so long as any Aircraft, parts, accessories, vehicles, equipment and/or any other property belonging to and/or under the control of the User, or any ground handler appointed by or on behalf of the User (collectively, the "**User Properties**" and each, a "**User Property**"), shall be upon any land at the Airport, or upon any land controlled by CAG and if:
- (1) any levy, Charges, fee, costs, expense, or liquidated damages imposed is not paid in full by the due date for payment; or
 - (2) any interest for late payment of the levy, charge, fee, cost, expense, or liquidated damages remains unpaid (collectively known as "**Outstanding Charges**"),

CAG shall have the right to detain and a contractual and continual lien, both particular and general over the User Property. For the avoidance of doubt, CAG's right to detain and its contractual and continual lien relates to User Property in respect of which Charges were incurred (whether or not they were incurred by the User at the time the lien is exercised) or to any other User Property at the time the right to detain or lien is exercised.

- 5.2 Such right to detain and lien shall not be lost by reason of the User Property departing, being removed and/or moved as the case may be, from the Airport or upon any land controlled by CAG,

but shall continue to be exercisable at any time when that User Property has returned and/or moved and/or delivered back as the case may be to the Airport or upon any land controlled by CAG, for so long as any of the liabilities and obligations referred to in clause 5.1 remain outstanding, and whether incurred prior to or after departure from the Airport.

- 5.3 CAG shall be entitled to impose any charge, levy, fee, cost, expense, penalty and/or interest in respect of the relevant User Property for storage and/or security during the period for which the right to detain and the lien is exercised, and CAG may further exercise a right to detain and lien in respect of all or any part of such charge, levy, fee, cost, expense, penalty and/or interest that remains unpaid as it sees fit. CAG shall not be responsible or liable for any damage to or loss of such User Property, or for any costs, expenses (including legal expenses), or claims (including legal claims) during the period for which the right to detain and lien is exercised.
- 5.4 If any or any part of the Outstanding Charges, including that payable under clause 5.3, which are owed and payable to CAG shall remain outstanding and unpaid, CAG shall be entitled to dispatch by ordinary post or electronic mail to the User and/or party in charge of the Aircraft and/or any ground handler appointed by or on behalf of the User and/or party in charge, at their last known address, a notice demanding payment within 14 days of the date on which the notice was dispatched. In proving that such notice was dispatched, it shall only be necessary to show proof of posting or sending and not proof of receipt.
- 5.5 In the event that payment in full of all Outstanding Charges (including that payable under clause 5.3) has not been made by the date required under clause 5.4, title in the User Property which is the subject of the detention and lien shall vest in CAG who may in its absolute discretion at any time sell (by public auction or private contract after giving 14 days' notice in writing to the User of its intention to do so), remove, destroy and/or otherwise dispose of the User Property as the case may be.
- 5.6 In the event of the sale or disposal of any User Property, CAG shall be under no duty to obtain the best price and CAG shall not be responsible for any losses or damages incurred by the User in connection with such sale or disposal. Any amounts received by CAG from the sale or disposal are taken to be applied successively in first, the discharge of all the outstanding amounts due to CAG (including any charge, levy, fee, cost, penalty and/or interest, payable under clause 5.3) and second, in defraying the fees, costs and expenses incurred in connection with the sale or disposal, before accounting for any balance to any party so entitled.
- 5.7 The exercise of any rights under this clause 5 shall be without prejudice to the exercise of any other right remedy or power which CAG may have or is exercisable by CAG whether under general law and/or any legislation, Act of Parliament, regulation, statutory instrument, ordinance, or other enactment having force in any part of the Republic of Singapore or otherwise.

6. Employees, Agents, Contractors and Invitees

- 6.1 CAG may from time to time and at its reasonable discretion, limit the number of persons whom the User may request CAG to permit to provide services at the Airport as the employee, agent or contractor of the User ("**Agent**").

6.2 Any agreement or undertaking by the User not to do or omit any act shall be deemed to include an obligation of the User not to permit or suffer such act to be done or omitted by its employee, agent, contractor, invitee or any other person under the direct or indirect control or supervision of the User. Without prejudice to the generality of the foregoing, the User shall also ensure that its employees, agents, contractors and invitees are made fully aware at all times of the relevant provisions of the CAG Rules.

6.3 Without prejudice to the generality of clause 6.2, where the User appoints or permits or suffers any Agent in respect of the User's use of any Airport Services and Facilities:

- (1) CAG shall be entitled but not obliged at any time and from time to time, to act upon any instruction, request, notice or other communication from the User; and
- (2) the power of CAG under paragraph (1) above shall continue until CAG receives notice from the User to cease acting upon such communication.

7. Compliance with Laws, Rules, Regulations, etc.

7.1 The Contract is not intended and shall not be taken as waiving or limiting the powers and authority of CAG conferred on it by the applicable laws of Singapore or by any relevant authority.

7.2 Each User shall at all times in its provision, occupation or use of the Airport Services and Facilities, as the case may be, observe and comply with:

- (1) all applicable laws of Singapore, including the Workplace Safety & Health Act and its subsidiary legislations, rules, regulations, notices, orders, directions, codes of practice and guidelines;
- (2) all applicable international conventions and treaties, including the Convention on International Civil Aviation;
- (3) CAG's environment policy set out in <http://www.seletarairport.com/conditions-of-use.html>; and
- (4) the CAG Rules.

7.3 Without prejudice to the generality of clause 7.2, each User shall obtain and at all times maintain all approvals, permits, licenses, consents or exemptions which are necessary for its provision, occupation or use of the Airport Services and Facilities.

8. Indemnity

8.1 The User shall indemnify CAG, its officers, employees, agents, and contractors against all losses, damage, costs (including solicitor and client costs), expenses, claims, actions, demands, liability and penalties (including those imposed upon CAG by CAAS, its successors or any government authority) whatsoever arising out of the User's occupation of the Airport, use of the Airport Services and Facilities and/or any breach of these Conditions.

8.2 The User expressly agrees that CAG, its officers, employees, agents, and contractors shall not be liable to the User, its employees, agents, contractors or invitees for:

- (1) any death, injury, loss or damage (including any loss or damage caused to any Aircraft or to any part, component or accessory of the Aircraft from the User's use of the Airport Services and Facilities) which the User, its employees, agents, contractors or invitees may suffer in respect of any of the following events (unless caused by the deliberate or intentional act of CAG, its officers, employees, agents or contractors):
 - (a) any interruption, failure or inability of or delay by CAG in fulfilling any of its obligations under the Contract;
 - (b) any act or omission of any officer, employee, agent or contractor of CAG;
 - (c) any act or omission of any employee, agent, contractor or invitee of the User or by any other person at the Airport;
 - (d) any defect in the structure of the Airport;
 - (e) any closure of the whole or part of the Airport or the unavailability of any or all of the Airport Services and Facilities;
 - (f) any act or omission of CAG to comply with the requirements of the applicable law; or
 - (g) any act beyond the reasonable foresight or beyond the reasonable control of CAG; and
- (2) any:
 - (a) indirect loss;
 - (b) consequential losses;
 - (c) loss of profits;
 - (d) loss of income or revenue;
 - (e) loss of goodwill;
 - (f) loss of opportunity;
 - (g) loss of business;
 - (h) increased costs or expenses;
 - (i) wasted expenditure; or
 - (j) any other injury, loss, damage, claim, cost of expense

caused by any act, omission, neglect or default of CAG or its employees, agents, contractors or affiliates even if such loss was reasonably foreseeable or CAG had been previously advised of the possibility of the User incurring the loss.

9. Assignment and Third Party Rights

9.1 The rights and obligations of the User are personal to the User only and may not be assigned or shared in any way to or with any other person without the prior written consent of CAG.

9.2 Unless expressly agreed otherwise, a Person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any provision of the Contract.

10. Consent or Waiver

No consent or expressed or implied waiver by CAG to or of any breach by the User of any of the Contract shall be construed as a consent or waiver by CAG to or of any other breach by the User and shall not prejudice in any way the rights, powers and remedies of CAG contained in the Contract or at law.

11. Governing Law and Dispute Resolution

The Contract shall be governed by the laws of Singapore, and the Parties hereby submit to the non-exclusive jurisdiction of the courts in Singapore.

12. Cumulative Rights and Remedies

The rights and remedies of the Parties under the Contract shall be cumulative remedies and shall not prejudice any other rights or remedies contained in the Contract or at law or the right of action or other remedy of either Party for the recovery of any sums due to it from the other Party or in respect of any antecedent breach of the Contract by the other Party.

13. Force Majeure

13.1 If the ability of either Party (the “**Affected Party**”) to perform or observe its obligations under the Contract shall be adversely affected by an event which is beyond the reasonable foresight and reasonable control of the Affected Party (the “**Force Majeure Event**”), the Affected Party shall be excused from such performance or observance for the duration of the Force Majeure Event **Provided that** the Affected Party shall:

- (1) forthwith notify the other Party of the occurrence, extent and estimated duration of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform its obligations under the Contract;
- (2) use its best endeavours to avoid or mitigate the effect of the Force Majeure Event; and
- (3) shall perform and observe or continue to perform and observe such obligations as soon as the Force Majeure Event ceases or abates.

For the purposes of the Contract, Force Majeure Event shall include acts of God, civil or military authority, civil disturbances, acts of terrorism, wars, strikes, fires or other catastrophes or acts, restrictions, regulations, by-laws and the acts or decisions of any relevant authority.

13.2 If the Force Majeure Event shall not cease to exist within a period after its occurrence considered by CAG to be reasonable, CAG may terminate the use of the Airport Services and Facilities by the User by giving reasonable notice to the User.

13.3 Such termination of the use of the Airport Services and Facilities, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either Party.

14. Entire Agreement

The Contract constitutes the entire agreement between the User and CAG and supersedes and replaces all prior representations or agreements, either oral or written, related to the conditions hereof. The User confirms that it has not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract.

15. Agency, Partnership, etc.

The Contract shall not constitute nor imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

16. Severance

If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

Annex 1 – Operational Requirements for Air Carriers

1. Airport Slots

- 1.1 Unless otherwise agreed by CAG in writing, the Air Carrier shall comply with all requirements laid down by CAAS and CAG in relation to operating at and use of the Airport.
- 1.2 Each Air Carrier shall apply for and maintain with CAG an "Online Coordination System (OCS) Account" for the electronic filing of, application for and all other matters relating to, scheduled, ad hoc, additional services and/or changes made to such services, and each Air Carrier shall ensure that it has obtained the approval of the CSC for its airport slot before effecting such electronic filing.
- 1.3 Each Air Carrier shall submit its flight operations schedules through the Online Coordination System (OCS) Account referred to in paragraph 1.2 above to CAG within the period or periods specified by CAG from time to time, for CAG's approval. Each Air Carrier shall inform CAG of any changes to the flight operations schedules (including the scheduled time of departure or scheduled time of arrival of their Aircrafts) within the time frame specified by CAG prior to the designated airport slot originally issued by the CSC, to allow CAG to plan and issue the airport slots more efficiently.
- 1.4 CAG has the right to restrict air traffic in the Airport where necessary having regard to the Airport capacity for the time being available.
- 1.5 If, in the opinion of CAG, an Air Carrier regularly or intentionally fails to adhere to its airport slot allocation (either arrival or departure) for reasons which are not beyond its control, then having first given the Air Carrier concerned an opportunity to make representations, CAG may adopt such measures as it deems appropriate and in accordance with the IATA Worldwide Slot Guidelines.
- 1.6 Air Carriers will be allocated counters at check-in hall to process passengers at the discretion of CAG. If, in the opinion of CAG, an Air Carrier fails to open its allocated counters or requires more counters, CAG shall have the right to amend the counter allocation to better reflect the operational needs of the Air Carrier and the Airport.

2. Commencement of Operations

- 2.1 An Air Carrier shall be deemed to have agreed to be bound by and fully and unconditionally accepted the terms and conditions set out in these Conditions by commencing or continuing operations at the Airport.
- 2.2 Unless otherwise agreed by CAG in writing, an Air Carrier will only be permitted to carry out or continue to carry out any operations in the Airport and/or to use or continue to use any part of the Airport or any of the facilities and services therein subject to and conditional upon the strict compliance at all times with the terms and conditions set out in these Conditions.

3. Ground Handling Services and Aircraft Maintenance Services

- 3.1 Each Air Carrier shall procure to be deployed through contractors, agents or third party service providers approved by CAG sufficient staff, facilities and resources for the provision of Ground Handling Services to a level satisfactory to and/or prescribed by CAG for purposes of ensuring that the safety, security and operational efficiency of the Airport is maintained at all times (including during exceptional situations or unforeseen circumstances where exceptional handling is required).
- 3.2 Each Air Carrier shall only carry out Ground Handling Services by any Approved Ground Handling Company in compliance with CAG's policies on Ground Handling Services for the time being in force including the obtaining of such necessary permits or licenses as required by CAG and shall meet the performance standards and efficiency standards imposed by CAG (if any). Each Air Carrier shall ensure that the Approved Ground Handling Company complies with the performance standards and efficiency standards imposed on them by CAG. If any Approved Ground Handling Company consistently fails to meet or exceed the performance and efficiency standards set by CAG, the Air Carrier shall adjust the service level agreement contract with such Approved Ground Handling Company accordingly in order to meet the said standards. Should the Air Carrier or the Approved Ground Handling Company fail to meet the said standards, CAG shall have the right to modify the use of the Airport Services and Facilities given to the Air Carrier by CAG.
- 3.3 The Air Carrier shall inform CAG of the name of such Approved Ground Handling Company to provide Ground Handling Services, the scope of the Ground Handling Services provided, the duration for which the Ground Handling Services would be provided, the service level agreement and such other information as CAG may require, at least 2 months prior to the commencement of the provision of such Ground Handling Services. If such Ground Handling Services are acquired from more than one Approved Ground Handling Company, a breakdown of the scope of services to be provided by each of them shall be provided to CAG. In respect of the provision of security services by third party service providers, the Air Carrier shall ensure that the appointed third party service provider is approved by CAG. The Air Carrier shall update CAG of any changes to the Approved Ground Handling Company and deviations on the scope of services at least 3 months prior to effecting the change. The Air Carrier shall also submit their ground handling service provider transition plan (in such form as may be specified by CAG) to CAG for reference.
- 3.4 Each Air Carrier shall procure to be deployed through contractors, agents or third party service providers approved by CAG sufficient staff, facilities and resources for the provision of Aircraft Maintenance Services to a level satisfactory to and/or prescribed by CAG for purposes of ensuring that the safety, security and operational efficiency of the Airport is maintained at all times (including during exceptional situations or unforeseen circumstances where exceptional handling is required).
- 3.5 Each Air Carrier shall only carry out Aircraft Maintenance Services by an Approved Aircraft Maintenance Services Company in compliance with CAG's policies on Aircraft Maintenance Services for the time being in force including the obtaining of such necessary permits or licenses as required by CAG and shall meet the performance standards and efficiency standards imposed by CAG (if any). Each Air Carrier shall ensure that the Approved Aircraft Maintenance Services Company complies with the performance standards and efficiency standards imposed on them by CAG. If any Approved Aircraft Maintenance Services Company consistently fails to meet or exceed the performance and efficiency standards set by CAG, the Air Carrier shall adjust the service level agreement contract with such Approved Aircraft Maintenance Services Company

accordingly in order to meet the said standards. Should the Air Carrier or its Approved Aircraft Maintenance Services Company fail to meet the said standards, CAG shall have the right to modify the use of the Airport Services and Facilities given to the Air Carrier by CAG.

- 3.6 Each Air Carrier shall inform CAG of the name of their Approved Aircraft Maintenance Services Company, the duration for which the Aircraft Maintenance Services would be provided and such other information as CAG may require 2 months prior to the commencement of the provision of such Aircraft Maintenance Services. In the event of a change in the Approved Aircraft Maintenance Services Company, each Air Carrier shall provide timely updates to CAG on the changes.

4 Passenger Facilitation

- 4.1 Each Air Carrier shall comply with the Passenger Facilitation Manual found at <http://www.seletarairport.com/en/conditions-of-use.html> as may be amended from time to time.
- 4.2 Each Air Carrier shall, at its own cost and expense, make such arrangements as it deems necessary or desirable to ensure appropriate equipment, services and resources are provided for its passengers whose mobility or sensory skills are reduced or impaired or who are otherwise handicapped.
- 4.3 Each Air Carrier shall put in place sufficient procedures and/or systems to cater for the redundancy of any of its systems to minimise system downtime risks. Where required by CAG, each Air Carrier shall establish a service level agreement with CAG in respect of recovery of such systems during downtime.
- 4.4 Where the Air Carrier suffers a Departure Control System failure, the Air Carrier shall immediately notify CAG of such failure and shall effectively manage the situation (including, but not limited to, long queues at the check-in counters). The respective Air Carrier shall, or shall ensure that its Approved Ground Handling Company, give(s) CAG an update of the situation at intervals of every hour until the fault is rectified and the Departure Control System is working normally. The Air Carriers shall also update CAG on any scheduled Departure Control System down time.
- 4.5 Each Air Carrier shall, in the handling of baggage, cause and procure the efficient handling of all baggage arriving at, or departing from, the Airport.
- 4.6 Unless otherwise agreed by CAG in writing, no engineering, maintenance, washing or repair work on an Aircraft shall be carried out at the Airport.
- 4.7 Each Air Carrier shall ensure that its employees, agents, contractors, customers and invitees are made fully aware of the dangers to Aircraft operation of foreign objects, prohibited and dangerous objects and litter, and an Air Carrier shall at all times ensure that operational areas and facilities assigned to it are left free of such objects.
- 4.8 For security and operational reasons, CAG may from time to time limit the number of contractors or operators who may provide services in the Security Restricted Area. In such event, should such services be required, an Air Carrier shall only engage such contractors or operators permitted by CAG.

- 4.9 Each Air Carrier acknowledges that CAG promotes a culture of continuous improvement at the Airport. Accordingly, each Air Carrier shall co-operate with and facilitate any reasonable request made by CAG in respect of all airport-pioneered initiatives aimed at:
- (1) creating an enhanced experience for passengers through increased levels of efficiency, convenience and control of the travelling process;
 - (2) allowing Air Carriers and CAG to enjoy reduced costs, simplified processes and increased customer satisfaction; and
 - (3) allowing CAG to be able to improve the use of existing infrastructure and to maximise capacity in the Airport.
- 4.10 Unless otherwise agreed by CAG, each Air Carrier shall ensure that all passengers affected by long or creeping delays are adequately and appropriately dealt with and handled.

5. Incapacitated Aircraft

5.1 Without prejudice to clause 3.5 of these Conditions,

- (1) Each Air Carrier shall prepare for CAG's approval, contingency plans for implementation in the event that any of its Aircraft becomes disabled or incapacitated for any reason whilst within the Airport. In such event, the Air Carrier concerned shall immediately, or within such time as may be specified by CAG and at its own cost and expense, move, or procure to be moved, the Aircraft to an area designated by CAG.
- (2) If an Air Carrier neglects, refuses or fails, within a time deemed acceptable by CAG, to remove the Aircraft as provided in paragraph 5.1(1) above, CAG shall be immediately entitled (but not under any obligation) to move or procure on behalf of the Air Carrier concerned the removal of the Aircraft to an area designated by CAG and in such event, the Air Carrier concerned shall reimburse CAG for all costs and expenses therefor (including administrative charges). CAG shall not be responsible for any damage to the Aircraft during the removal operations.

5.2 Each Air Carrier shall inform CAG of the name of the contractor, agent or third party service provider engaged to move or remove the Aircraft as set out in paragraph 5.1(1) above, and shall update CAG immediately where there is a change to the contractor, agent or third party service provider so engaged. Each Air Carrier shall also provide evidence where required by CAG to show that such contractor, agent or third party service provider engaged by the Air Carrier is technically able to move or remove the Aircraft.

6. Safety and Security

6.1 Each Air Carrier shall take all necessary steps to ensure that its responsibilities and obligations under the Operator Security Programme (submitted by each Air Carrier to the Singapore Police Force) applicable to it are complied with at all times.

- 6.2 Each Air Carrier shall take all necessary steps, including the provision of instructions, procedures and arrangements to ensure that all its operations at the Airport, including those provided by its agents, contractors or other third party service providers approved by CAG, will be carried out in a safe manner and in compliance with all the requirements and standards relating to safety and security which may be stipulated or imposed by CAG or by any laws, ICAO, CAAS and the Singapore Police Force and which is of a standard expected by the aviation industry.
- 6.3 Each Air Carrier shall maintain and, forthwith upon request by CAG, submit to CAG a safety programme or instructions, procedures and arrangements which sets out the manner in which such Air Carrier intends to address the matters referred to in paragraph 6.2 above. Such safety programme must at all times be satisfactory to CAG and the Air Carrier concerned shall comply with such safety programme at all times.
- 6.4 Each Air Carrier shall ensure that all of its employees and all employees of its contractors, sub-contractors, consultants and agents who require access to any part of the Security Restricted Area, or any other areas designated by CAG as being subject to control of access and all their vehicles requiring access to such areas, apply for and obtain the appropriate valid security passes and such passes are prominently displayed at all times.

7. Signage

- 7.1 For purposes of facilitating the display of flight information or wayfinding, CAG shall be entitled to display as it deems appropriate within the Airport, the corporate logo of an Air Carrier.
- 7.2 The confirmed logo color (i.e. pantones and bromides) of the Air Carrier and its size specifications shall be submitted by the Air Carrier to CAG within the period specified by CAG from time to time.
- 7.3 Each Air Carrier may display its logo, name or sign on its plant, equipment or vehicles within the Airport only with the prior written consent of CAG.
- 7.4 Unless permitted by CAG, no Air Carrier shall display its logo, name or sign in any part of the Airport, including counters assigned to it for passenger check-in, transfer, ticket sales and information and/or departure gate lounges.

8. Information and Data

- 8.1 Each Air Carrier shall, prior to the operation of any of its Aircraft at the Airport, submit such information on the Aircraft it intends to operate as set out in Schedule 1, along with any supporting documents requested for by CAG in relation to the same. This is to facilitate calculation of the Charges. Where such information or supporting documents are not duly submitted prior to the operation of the Aircraft, the Air Carrier agrees that CAG shall have the right to levy the maximum Charges on the Air Carrier given the Aircraft specification.
- 8.2 Each Air Carrier shall, prior to the commencement of its operations and thereafter from time to time as required by CAG, submit to CAG for approval, plans (including operational plans) and such other information as CAG may deem necessary or desirable for the safe, secure and efficient operation of the Airport. Such plans shall be implemented by the Air Carrier concerned as soon as practicable and, in any case, no later than any date or timeframe stipulated by CAG.

- 8.3 Each Air Carrier shall submit to CAG on a periodic basis to be specified by CAG, the PSSF and aviation levy collected by it on behalf of CAG and CAAS. Soft copies and electronic messages of passenger data, passenger categories and passenger manifests (as set out in Schedule 1) for each flight must be submitted to CAG before or at the same time the PSSF and aviation levy are submitted to support the abovementioned periodic declarations. Should a passenger cancel or not use the air ticket purchased and request the Air Carrier for a refund of the PSSF and aviation levy paid, the Air Carrier shall provide the refund accordingly. If the Air Carrier decides to impose an administrative fee for processing the refund, such fee shall be of a reasonable amount.
- 8.4 Each Air Carrier shall inform CAG of any changes in its operations. Such information includes but is not limited to such Air Carrier's airline office operating hours, location and contact details.
- 8.5 Each Air Carrier shall provide CAG with any information as CAG may require for the operational, billing and analytical needs of CAG, as well as to enable CAG to duly discharge its duties and/or requirement to supply information or statistics to CAAS, within such time as CAG may from time to time specify. This includes the submission of its aircraft, flight, passenger and/or cargo data which shall be submitted at the intervals, format and structure specified by CAG from time to time. Each Air Carrier may provide CAG with such information through its contractors, agents or other third party service providers. Unless otherwise notified in writing by CAG, such information shall include the details as set out in Schedule 2.
- 8.6 Each Air Carrier shall provide advanced baggage information for all bags departing, transferring and arriving at the Airport. The baggage information will be shared in IATA or other standard format agreeable by CAG as set out in Schedule 2.
- 8.7 Unless otherwise agreed by CAG in writing, each Air Carrier shall provide all of the information required under paragraphs 8.1 to 8.6 above in the manner and format from time to time specified by CAG and to a standard that satisfies CAG. All of the information shall be provided by the Air Carrier at its own cost.
- 8.8 If an Air Carrier fails to provide the information referred to in this paragraph 8 and within the stipulated time periods, CAG may restrict the services available to such Air Carrier or refuse to provide any services to such Air Carrier.
- 8.9 CAG may request copies of the Aircraft load sheet to enable verification of all details with respect to the passengers carried on any or all flights departing from the Airport during a specified period, and extracts from Aircraft flight manuals or manufacturer's certificate to enable verification of the Aircraft weight and noise characteristics. The Air Carrier concerned shall, within the period specified by CAG from time to time, supply CAG with the original copies of such documents.

9. Security Deposit, Billing and Payment

- 9.1 CAG shall be entitled to require each Air Carrier to place with CAG a security deposit ("Security Deposit") in cash (or, in lieu thereof, a bank guarantee issued by a bank in Singapore acceptable to CAG in such form and on such terms that are acceptable to CAG), of an amount not more than the estimated Charges (as determined by CAG) that the Air Carrier is likely to incur for its operation at the Airport equivalent to a range of up to 6 months' estimated LPA, PSSF/aviation

levy and other charges. The Security Deposit shall be placed with CAG, if so required by CAG, prior to the commencement of the operation of the Air Carrier concerned and, in any other case, within 14 days of the demand in writing for the Security Deposit by CAG.

- 9.2 For the purposes of paragraph 9.1 above, if the Air Carrier places a Security Deposit in the form of a bank guarantee, the bank guarantee shall remain valid and effective for a period of at least 1 year at a time and the bank guarantee shall be renewed 1 month before its expiry date, failing which CAG shall have the right to invoke the bank guarantee and the cash received shall be held as the Security Deposit.
- 9.3 The amount of the Security Deposit required by CAG shall be maintained throughout until after the cessation of operations in the Airport of the Air Carrier concerned. However, CAG may from time to time review and revise the amount of the Security Deposit placed by Air Carriers and if CAG determines that an increase in the amount of the Security Deposit placed is required, an additional Security Deposit for the amount increased shall be placed by the Air Carrier with CAG within 14 days of the demand in writing of CAG.
- 9.4 CAG shall be entitled to apply the Security Deposit placed by an Air Carrier for payment of any sum due but unpaid by the Air Carrier concerned to CAG. In such case, the Air Carrier shall forthwith on demand of CAG provide an additional Security Deposit to CAG of the amount so applied.
- 9.5 Subject to paragraph 9.4 above, CAG shall:
- (1) where the Security Deposit is in the form of cash, repay the outstanding balance of the Security Deposit to the Air Carrier concerned without the payment of interest; or
 - (2) where the Security Deposit is in the form of a bank guarantee, return the bank guarantee to the Air Carrier,
- (in either case) after the cessation of operation in the Airport of the Air Carrier concerned, provided that at the time of the repayment or the return of the Security Deposit, there is no outstanding sum owing by or claim unsettled against the Air Carrier concerned.
- 9.6 (1) In the event that an Air Carrier has not placed a Security Deposit with CAG or procured the issuance of a bank guarantee, in either case, upon and subject to this paragraph 9, Charges shall be payable on a per flight basis before the Aircraft in question departs; and
- (2) In the event that an Air Carrier has placed a Security Deposit with CAG or procured the issuance of a bank guarantee, in either case, upon and subject to this paragraph 9, unless otherwise specified in these Conditions, Charges shall be paid by the Air Carrier within 14 days from the date stated on the bill or the payment term specified by CAG.
- 9.7 An Air Carrier shall not, without the prior written consent of CAG, be entitled in respect of any claim he may have against CAG or otherwise, to set off against or deduct from the Charges, the amount of such claim(s). The Air Carrier concerned must pay the Charges in full pending resolution of any such claim(s).

9.8 All charges incurred by the Air Carrier in obtaining and maintaining the Security Deposit shall be borne by the Air Carrier.

9.9 Each Air Carrier shall, on behalf of CAG, collect the PSSF and aviation levy from its passengers and any form of charges that CAG may require from time to time. Such collection shall be paid to CAG as set out in CAG's terms of payment with the Air Carrier.

10. Air Carrier Representative

10.1 Each Air Carrier shall at all times appoint an authorised representative each. The appointment of such representative shall be notified by the Air Carrier to CAG in writing and, until receipt of notice in writing to the contrary from the Air Carrier concerned, CAG shall be entitled to treat the representatives for the time being notified to it as having full power and authority to represent the Air Carrier concerned in dealing with CAG in all matters relating to and/or arising out of such Air Carrier's operations at the Airport, including all matters under these Conditions.

11. Information Technology ("IT")

Each Air Carrier shall ensure that its IT systems that provide services directly or indirectly to passengers have adequate redundancy to prevent disruptions to passenger facilitation services. In addition, each Air Carrier shall comply with CAG's IT architecture standards and guidelines when using CAG's IT Systems, as CAG shall from time to time specify.

12. Emergency and Crisis Management

12.1 Each Air Carrier shall submit to CAG prior to its commencement of operations at the Airport its emergency and crisis management plans and procedures in connection with all potential threats to passengers, cargo and the Airport Services and Facilities which shall include the information set out in Schedule 3 and which shall be aligned with CAG's emergency plans and procedures. Such plans and procedures shall be updated as required and a copy shall be submitted to CAG twice annually (1st annual submission shall be between January to June, and the 2nd submission between July to December).

12.2 Each Air Carrier shall comply with all rules, regulations, notices, directives and orders issued by CAG in respect of emergency and crisis management.

12.3 In the event of any emergency or crisis, each Air Carrier shall ensure that their nominated representatives are contactable 24/7 by the telephone number(s) provided by each Air Carrier, and shall provide all documents as may be reasonably requested by CAG within an hour of such request by CAG, including but not limited to, the passenger and cargo manifests during an aircraft accident, and the Notice to Captain of Special Loads during a dangerous cargo incident.

12.4 CAG reserves the right to determine which flights will be allowed to arrive and/or depart from the Airport in the event of any emergency or crisis that reduces the handling capacity at the Airport.

12.5 In addition to the flight operation schedule stated in paragraph 1.3 above, each Air Carrier shall also work with CAG on a reduced flight operations schedules. This reduced flight operations schedules shall be based on a scenario where the Airport capacity is reduced.

12.6 In the event of a disruption to fuel supply, CAG reserves the right to determine the amount of fuel that an Air Carrier can uplift at the Airport.

13. General

13.1 Each Air Carrier shall submit the following documents to CAG:

- (1) a copy of its press release prior to submission to the press or other media when such press release involves or relates to the Air Carrier's operations at the Airport;
- (2) security programme which meets the requirement of CAG's security arrangements and any relevant requirements under law upon CAG's request;
- (3) plan evidencing adequate arrangements to facilitate passengers to contact the Air Carrier on a 24/7 basis and to provide up to date information on the website of the Air Carrier;
- (4) plan evidencing adequate disruption management and recovery procedures in connection with the effects of disruptive events at the Airport (including full or partial closure for any reason). In particular, such procedures shall cover (as appropriate) the provision to passengers of information, welfare, food, accommodation and re-ticketing arrangements;
- (5) any other information, plans, programmes, procedures or documents as CAG may require the Air Carrier to submit from time to time by notice from CAG to the Air Carrier; and
- (6) plan evidencing adequate lost and found arrangements to facilitate passengers to pick up any lost baggage or other items found at the Airport. Such plan shall include putting in place a voice message system for passengers to leave a voice message should the Air Carrier be unable to pick up a passenger's call in time, replying a passenger's enquiry within 24 hours of a passenger's call (or any other forms of communication methods) and sending an interim response to passengers in the event that the Air Carrier is still tracing their baggage or sorting out claims.

13.2 If CAG is required to provide any of the measures referred to in paragraph 13.1(4) above due to the Air Carrier's default, all costs (internal and external) reasonably and properly incurred by CAG shall be fully rechargeable to the Air Carrier and shall be payable by the Air Carrier on demand.

13.3 Each Air Carrier shall provide CAG with details of any changes to any information, plans, programmes, procedures or such other documents required to be submitted by the Air Carrier under these Conditions, within 30 days of such change.

13.4 Each Air Carrier shall adhere to the IATA codes and internationally accepted standards in respect of the naming convention for airlines, airports, cities and countries in their reference codes.

14. Insurance

- 14.1 Without limiting its liabilities under the Contract, each Air Carrier shall procure and maintain at all times insurance coverage and at the Air Carrier's expense against such risks and for such sums and with such insurer as may be required by CAG from time to time, which insurance shall include CAG as an additional insured and shall contain cross liability and waiver of subrogation clauses.
- 14.2 Each Air Carrier shall, immediately upon CAG's request, furnish CAG with evidence of such insurance.
- 14.3 Each Air Carrier shall not do or permit or suffer to be done at the Airport anything whereby any insurance policy or policies effected by CAG in respect of the Airport or the Airport Services and Facilities may become void or voidable or whereby the rate of premium for any such insurance may be increased (and shall reimburse CAG for any such increase).

15. Termination

CAG may terminate the Air Carrier's right of use of the Airport Services and Facilities by reasonable notice to the Air Carrier if the Air Carrier has failed to observe or perform its obligations under the Contract within a reasonable time after CAG has given to such Air Carrier reasonable notice of such failure and reasonable opportunity to remedy such failure. Such termination shall be without prejudice to each Party's rights in respect of any antecedent breach of the Contract by the Air Carrier.

16. Confidentiality

- 16.1 The Air Carrier ("**the Recipient**") undertakes to CAG ("**the Discloser**") to:
- (1) hold all Confidential Information which it obtains in relation to the Contract, in strict confidence;
 - (2) not disclose, or authorise the disclosure of, the Confidential Information to any third party other than pursuant to paragraph 16.2 below;
 - (3) not use, or authorise anyone to use, the Confidential Information for any purpose other than the performance of undertaking the Air Carrier's obligations or the exercise of its rights or the receipt of any benefits pursuant to the Contract; and
 - (4) promptly notify CAG of any suspected or actual unauthorised use or disclosure of the Confidential Information of which the Air Carrier becomes aware and promptly take all reasonable steps that CAG may require in order to prevent, stop or remedy the unauthorised use or disclosure.
- 16.2 The Air Carrier may disclose the Confidential Information to the its officers, directors and employees but only to the extent, and provided that such persons:
- (1) need to know the Confidential Information disclosed to them; and
 - (2) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used.

The Air Carrier shall ensure that such persons comply with the terms of the Contract in respect of the Confidential Information disclosed to them and the Air Carrier shall be responsible and liable for the acts and omissions of such persons.

16.3 The obligations with respect to Confidential Information shall survive termination of the Contract.

17. Dispute Resolution

17.1 All and any disputes arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre as at present in force, which rules are deemed to be incorporated by reference to this paragraph 17. The arbitration tribunal shall consist of three arbitrators with both Parties having the right to appoint one arbitrator each, and the third arbitrator shall be appointed jointly by the two arbitrators who were appointed by the Parties. The arbitration proceedings shall be conducted in the English language.

17.2 If the Air Carrier is a foreign person, the Air Carrier shall provide CAG with the name and address of an agent resident in Singapore authorised to accept service of documents, including legal process, on behalf of the Air Carrier. A notification of an agent under this paragraph 17.2 shall be irrevocable unless replaced by another agent resident in Singapore and notified to CAG in writing. The Air Carrier shall immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in Singapore.

18. Use of Premises at the Airport

18.1 All allocation, assignment, use and occupation of the facilities at the Airport, including runway, Aircraft parking stands, departure and arrival gates, departure gate lounges, departure gate hold rooms, remote parking facilities, baggage conveyors, counters for passenger check-in, transfer, ticket sales and/or information and any other passenger and baggage processing facilities shall be subject to prior arrangement with CAG in accordance with its established procedures for allocation, assignment and availability. In particular, the Air Carriers shall work with CAG to review and adjust the opening periods of the gate hold rooms when necessary.

18.2 Air Carriers that require office or lounge space at the Airport should provide sufficient and reasonable time to CAG to indicate the intent to take up such space. This would facilitate any allocation or handover procedures to be carried out by CAG.

18.3 Plans for major renovations of facilities in the Airport used by an Air Carrier must be submitted to CAG, as well as to all relevant governmental authorities for approval, at least 30 days or such longer time as may be required and notified by CAG prior to the planned start date of renovation works. Renovation works can only commence upon approval of the renovation plans by the abovementioned authorities.

18.4 The Air Carrier shall:

- (1) maintain and keep all areas at the Airport utilised or occupied by the Air Carrier or any of its employees, contractors, sub-contractors, consultants, agents, suppliers, customers, invitees or visitors in a clean and orderly condition and free of litter, pests and stray animals at all times;
- (2) ensure that all approved equipment and materials (including brochures, baggage tags, carpet, queue control equipment) utilised by the Air Carrier or any of its employees, contractors, sub-contractors, consultants, agents, suppliers, customers, invitees or visitors are in good, presentable condition and kept in proper storage away from the Airport common areas when not in operational use;
- (3) ensure that all waste materials and refuse generated by the Air Carrier's employees, contractors, sub-contractors, consultants, agents, suppliers, customers, invitees or visitors are deposited or collected in polyethylene bags or such other containers as may be prescribed by CAG from time to time and disposed in such manner and at such places as may be prescribed and designated by CAG;
- (4) ensure that in respect of any Aircraft for which the Air Carrier has agreed, or which CAG has requested the Air Carrier to be responsible for, the Air Carrier remove discarded items/aircraft refuse in the passenger loading bridge immediately after the Aircraft push back;
- (5) without prejudice to its obligations under sub-paragraphs (1), (2) and (3) above, the Air Carrier shall engage and retain the services of qualified cleaning, pest control and maintenance contractors to ensure that the state of cleanliness in the Airport areas utilised by the Air Carrier is of a high standard and acceptable to CAG;
- (6) ensure that any vehicle, equipment or facility operated by or for the Air Carrier or any employee, contractor, sub-contractor, consultant, agent, supplier, customer, invitee or visitor of the Air Carrier is properly maintained and serviced at all times, and that any leakage or spillage of oil and other liquids, chemicals or other hazardous or corrosive materials from such vehicle, equipment or facility is properly and promptly cleaned; and
- (7) without prejudice to its obligations under sub-paragraph (6) above, clean any spillage and leakages from any of the Air Carrier's vehicles, equipment and/or facility. In the event that the Air Carrier fails to do so to CAG's satisfaction within the period prescribed by CAG, CAG may engage contractors to clean the affected area(s), and the Air Carrier shall promptly on written demand indemnify CAG for all costs and expenses incurred by CAG in connection therewith and shall also pay to CAG an administrative charge at 15% of the amount so indemnified or such other rate as determined by CAG from time to time.

SCHEDULE 1

Information Requirements referred to in paragraph 8.1 of Annex 1

1. An Air Carrier shall, for the purposes of calculation and payment of Charges and other finance-related purposes, provide CAG with the following duly completed forms and information:
 - 1.1 Evidence relating to the Air Carrier's incorporation (e.g. certificate of incorporation), legal form of company/business, share capital, shareholdings, ownership, control structure, principal activities and principal place of business;
 - 1.2 Declaration form containing particulars of any Aircraft to be operated at the Airport, including:
 - (a) name of operator;
 - (b) Aircraft registration number;
 - (c) Aircraft type and series;
 - (d) maximum taxi-weight (as evidenced by aircraft flight manual or manufacturer's certificate and other supporting documents to be submitted as appropriate); and
 - (e) seating capacity;
 - 1.3 Airline Information Form (for airline and billing information);
 - 1.4 Airline's latest audited financial statements;
 - 1.5 Direct Debit Authorisation Form;
 - 1.6 CAG E-invoicing Account Form; and
 - 1.7 Passenger Uplift Summary Form, passenger manifests and/or Aircraft load sheet and/or electronic messages of passenger data, categories and manifests as specified by CAG including Load Data Message (LDM), Passenger Reconcile List (PRL), Inbound Connection List (ICL), Passenger Transfer Message (PTM) and Teletype Passenger Manifest (TPM).
2. All Air Carriers shall provide the required information at their own costs, and shall ensure the completeness and accuracy of the information provided. The provision of, and any update or amendment to, the required information shall be provided to CAG in a timely manner.
3. CAG reserves the right to update the contents of this Schedule 1 from time to time. Each Air Carrier shall provide the necessary information accordingly.

Should the above not be submitted or not be timely submitted, CAG shall have the right to base its Charges on the maximum taxi weight and maximum seating capacity for the aircraft type. Any refund of the Charges shall be at CAG's sole and absolute discretion.

SCHEDULE 2

Details of information referred to in paragraph 8.5 of Annex 1

1. Each Air Carrier shall, on a real time basis, or as soon as reasonably possible after a flight event, notify CAG concerning all its arriving and departing Commercial Air Transport Operations. This notification shall include information pertaining to aircraft movement, aircraft load, bag messages, passenger and baggage transfers with their respective connecting flight details, etc..
2. In addition to the above, each Air Carrier shall also, on a daily basis, send a consolidated set of passenger and/or cargo data to CAG in soft copy, regarding each of its arriving and departing Commercial Air Transport Operations for the previous day. Such Commercial Air Transport Operations include scheduled, non-scheduled, chartered, executive, VIP, training, medivac and freighter flights. Should the Air Carrier be commercially engaged for the transportation of any military personnel, the Air Carrier shall indicate that the passenger falls under the Military Category. The data that is required to be submitted by each Air Carrier is set out below:

2.1. Flight Information

- (a) flight code and number;
- (b) actual date and time of arrival / departure;
- (c) scheduled date and time of arrival /departure;
- (d) arrival / departure indicator;
- (e) entire flight route sequence; e.g. LHR/SIN/CGK/SYD; and
- (f) flight category; e.g. scheduled, non-scheduled, chartered, executive, VIP, training, medivac, freighter, etc.

2.2. Passenger Information

- (a) passenger name;
- (b) nationality; e.g. Singaporean and etc.;
- (c) gender; e.g. Male, Female;
- (d) age group; e.g. Adult, Child, Infant and etc.;
- (e) airport of embarkation;
- (f) airport of disembarkation;
- (g) category of passenger at local airport; e.g. OD, transit, transfer, infant, military, positioning crew, diplomats, not to land passengers etc.;
- (h) connecting flight code and number (for transit and transfer passengers); and
- (i) scheduled date and time for connecting flight.

2.3. Cargo Information

- (a) transshipment; e.g. Yes/No
- (b) type of commodity;
- (c) tonnage;
- (d) maximum tonnage capacity;
- (e) city of loading; and
- (f) city of unloading.

Baggage InformationFor flights arriving into SIN

- (a) number and details of terminating bags;
- (b) number and details of short-landed bags (eg. bags which were supposed to be on this flight but were not); and
- (c) other mishandled baggage (e.g. overcarried).

For flights departing from SIN

- (a) number and details of bags;
- (b) number and details of short-shipped bags (eg. bags which were supposed to be on this flight but were not).

- 3. All Air Carriers shall ensure that all information provided above are accurate and shall provide the information at its own cost.
- 4. CAG reserves the right to update the contents of this Schedule 2 from time to time. Each Air Carrier shall provide the necessary information accordingly.

SCHEDULE 3

Information required from Air Carrier pursuant to paragraph 13.1 of Annex 1

1. Telephone number of call centre (available 24/7) for the public to call.
2. Office telephone number, mobile number, facsimile number, email address and name of person to call for media related queries.
3. Office telephone number, mobile number, facsimile number, email address and name of emergency or crisis representative.
4. Name of appointed ground handling agent and office telephone number, mobile number, facsimile number, email address and name of emergency or crisis representative of ground handling agent.
5. Plans on management of passengers.
6. Plans on management of next of kin.
7. Plans on management of media queries.
8. Information regarding how the call centre will be manned and managed and whether it would be based in Singapore or in the home country of the Air Carrier.

SCHEDULE 4

Aircraft Maintenance Services

Aircraft Maintenance Services shall mean the following:

(1) Line maintenance

Line maintenance is any maintenance that must be carried out before flight to ensure that the Aircraft is fit for the intended flight. Line maintenance may generally include, but not limited to:

- 1.1 Troubleshooting;
- 1.2 Defect rectification;
- 1.3 Component replacement with use of external test equipment if required;
- 1.4 Scheduled maintenance and/or checks including visual inspections which will detect obvious unsatisfactory conditions/discrepancies but do not require extensive in depth inspection. It may also include internal structure, systems and power plant items which are visible through quick opening access panels/doors; and
- 1.5 Minor repairs which do not require extensive disassembly and can be accomplished by simple means.

(2) Routine Services

- 2.1 Perform line inspection in accordance with an Air Carrier's current instructions.
- 2.2 Enter in the Aircraft log and sign for the performance of the line inspection.
- 2.3 Enter remarks in the Aircraft log regarding defects observed during the inspection.
- 2.4 Perform pre-flight check immediately before departure of Aircraft.
- 2.5 Provide skilled personnel to assist the flight crew or ground staff in the performance of line inspection.

(3) Non-routine Services

- 3.1 Rectify defects entered in the Aircraft log as reported by the crew or revealed during the inspection, to the extent requested by the Air Carrier.
- 3.2 Enter in the Aircraft log and sign for the rectification action taken.
- 3.3 Report technical irregularities and actions taken to the Air Carrier's maintenance base in accordance with the Air Carrier's instructions.
- 3.4 Maintain the Air Carrier's technical manuals, handbooks, catalogues, etc.
- 3.5 Provide engineering facilities, tools and special equipment to the extent possible within reasonable means.

(4) Material Handling

- 4.1 (a) Obtain Customs clearance for and
(b) administer an Air Carrier's spare parts, power plants and/or equipment.
- 4.2 Provide periodic inspection of the Air Carrier's spare parts and/or spare power plant.

- 4.3 Provide suitable storage space for the Air Carrier's spare parts and/or special equipment.
- 4.4 Provide suitable space for the Air Carrier's spare power plant.

(5) Parking Space

- 5.1 Arrange for suitable parking space for Aircraft and machinery.

(6) Others

Fuelling and/or Defuelling

- 6.1 Liaise with fuel suppliers.
- 6.2 Inspect the Air Carrier's fuel product deliveries for contamination, prior to storage. Inspect fuel vehicles and/or appliances for contamination. Notify the Air Carrier of results.
- 6.3 Supervise the placement of the Air Carrier's product(s) into storage at MRO provider's premises, or at a storage facility designated by the Air Carrier.
- 6.4 Supervise fuelling/defuelling operations.
- 6.5 Prepare the Aircraft for fuelling/defuelling.
- 6.6 Drain water from Aircraft fuel tanks.
- 6.7 Check and verify the delivered fuel quantity.
- 6.8 Deliver the completed fuel order(s) to the Air Carrier's designated representative.
- 6.9 Maintain records of all fuelling/defuelling operations and to provide the Air Carrier with an inventory and usage summary in accordance with the Air Carrier's instructions.

Replenishing of Oils and Fluids

- 6.10 Liaise with suppliers of hydraulic and engine oils and fluids.
- 6.11 Perform and supervise operations to replenish oils and fluids.
- 6.12 Provide and operate special equipment for replenishing oils and fluids.