



**CONDITIONS OF USE**  
**FOR**  
**DESIGNATED AIRPORTS**  
**(For the Airports Listed in Schedule 4 herein)**

**MALAYSIA AIRPORTS SDN. BHD. (230646-U)**  
*(A Wholly-Owned Subsidiary of Malaysia Airports Holdings Berhad)*  
*Registered Address: Malaysia Airports Corporate Office, Persiaran Korporat KLIA, 64000 KLIA,  
Sepang, Selangor, Malaysia.*

## **DESIGNATED AIRPORTS, MALAYSIA**

### **CONDITIONS OF USE**

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## **1. Conditions of Use**

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| <p>(a) These Conditions of Use (including Schedules 1, 2, 3 and 4 attached herewith) govern your (namely, airlines, aircraft operators and ground handlers) use of the Designated Airports. The types of Airport Services and Facilities are contained in Schedule 2 and their terms and conditions are more particularly set out therein. Where the context permits, “Conditions of Use” includes Schedules 1, 2, 3 and 4.</p>   | <p>Applicability</p>  |
| <p>(b) These Conditions of Use shall come into force and be deemed binding on you with effect from the Commencement Date and supersede all previous conditions of use. Despite the fact that you may not sign these Conditions of Use and despite anything set out in Article 1(c), if you use the Airport Services and Facilities on or after the Commencement Date, you will be bound by these Conditions of Use.</p>   | <p>Commencement Date</p>  |
| <p>(c) We will take reasonable steps to notify you of these Conditions of Use before the Commencement Date. However, if you use the Airport Services and Facilities without being notified of these Conditions of Use, the onus is on you to view them at our Website as soon as practicable following your first use of the Airport Services and Facilities after the Commencement Date.</p>   | <p>Notification</p>   |
| <p>(d) We may amend any of these Conditions of Use, after consultation with you through airline operator committee (where necessary) at any time and from time to time. The obligation for consultation as hereinabove stated shall not apply if the amendment is required due to requirement or change in CAA, MAVCOM Act, the Regulations and any applicable legislation, laws and regulations. We will take reasonable steps to notify you of the amendments. However, the onus is on you to check our Website at regular intervals to see if these Conditions of Use have been amended. If you continue to use the Designated Airports and the Airport Services and Facilities and/or continue to perform the ground handling services after we have notified you of the amendments, you are deemed to have accepted the said amendments.</p> | <p>Amendments of Conditions of Use</p>                                      |
| <p>(e) We draw your attention to clauses in these Conditions of Use which exclude our liability in certain circumstances.</p>   | <p>Notice to You on Our Exclusion of Liability in Certain Circumstances</p> |

## **2. Airport Services and Facilities**

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| <p>(a) We are responsible to operate, manage, maintain and develop the Designated Airports in accordance with the provisions of the applicable legislations, including the CAA, MAVCOM Act and the Regulations from time to time in force in Malaysia and the licence granted to us by the Government of Malaysia.</p>  | <p>Operation, Management &amp; Maintenance of Designated Airports</p> |
| <p>(b) The types of Airport Services and Facilities which are available pursuant to these Conditions of Use and the corresponding Airport Charges (as defined herein) are contained in Schedules 2 and 3 respectively hereto. We reserve the right to add other services and/or facilities as the Airport Services and Facilities and impose the Airport Charges for such additional Airport Services and Facilities.</p> | <p>Types of Airport Services and Facilities Available</p>             |
| <p>(c) The types of Airport Services and Facilities which we have provided or will provide to you from time to time and their corresponding Airport Charges are or will be reflected in our invoice to you.</p>   | <p>Types of Airport Services and Facilities Rendered</p>              |

- (d) As a company licensed to perform ground handling services at the Designated Airports (whether as an agent or for yourself), you must also comply with the relevant provisions set out in Schedule 2. Ground Handling
- (e) Your use of the Designated Airports and/or the Airport Services and Facilities will be in accordance with these Conditions of Use, the applicable legislations, including the CAA, MAVCOM Act, the Aviation Offences Act 1984 and the Regulations for the time being in force in Malaysia and in a manner consistent with world's best practice for leading domestic and international airports. Your Use of the Airport Services and Facilities
- (f) We will take all reasonable steps to maintain and operate a secure, safe and efficient airports and provide a comfortable, clean and friendly environment to the traveling public. To the extent that it is our responsibility, we will take all reasonable steps to keep the Designated Airports in good repair and condition and effect all structural and other maintenance, replacement, renovations and repairs with respect to the Designated Airports. We will take all reasonable steps to continue to improve the Designated Airports and the standard of the Airport Services and Facilities wherever justified and in accordance with our plans and applicable legislations. Performance Principles
- (g) You, your employees, agents and contractors are required to exercise due care when using the Designated Airports and the facilities and equipment in the Designated Airports. Due Care of Facilities and Equipment in the Designated Airports
- (h) For the avoidance of doubt, the Airport Services and Facilities which we provide do not currently include the following services (which are provided by third parties or the relevant Malaysian authority) at the Designated Airports: Excluded Services
- terminal navigation services, air navigation services;
  - en- route services;
  - meteorological services;
  - air traffic controller;
  - aircraft engineering services.
  - medical services
  - public road services
- (i) We reserve the right to suspend and/or terminate your use of the Designated Airports and/or the Airport Services and Facilities or in the case of a ground handler, your performance of the ground handling services, if you have committed a breach of any of the terms in these Conditions of Use and in the case of a breach which is capable of remedy, you have failed to remedy the breach after notice by us to you to remedy the breach. Right to Suspend/ Terminate Your Use of Airport Services and Facilities
- (j) You must immediately upon cessation of use of the Airport Facilities and Services or within fourteen [14] days upon expiry or termination of the leasing contract of your aircraft, vehicle and/or equipment, whichever is the earlier, remove the aircraft, vehicle and/or equipment from the aerodrome. In such circumstances, you must pay all Airport Charges due and owing to us until such aircraft, vehicle and/or equipment is removed from the Designated Airports. If you do not remove such aircraft, vehicle and/or equipment, we may treat it as being abandoned by you and dispose of such aircraft, vehicle and/or equipment at any time and in any manner as we deem fit at your expense and we will not be liable against you or any third party as a result of our action under this Article 2(j). Consequences on the Cessation of Use of the Airport Facilities and Service and Expiry of Aircraft/ Equipment Leasing

### 3. Airport Charges

- (a) You are required to pay to us the charges contained in Schedule 3 including the passenger service charges and security charges stated therein and such other charges that may be notified to you by us from time to time for the use of the Designated Airports and the Airport Services and Facilities (collectively "**Airport Charges**").
- Airport Charges Payable
- (b) Where you have appointed a ground handler, you must notify us in writing beforehand if you have made prior arrangements for the ground handler to pay certain of the Airport Charges directly to us on your behalf. In this event, you are required to provide to us the name of the relevant ground handler and the types of Airport Charges that the ground handler will pay on your behalf. In the event that we are unable to recover the said Airport Charges from the ground handler (for any reason whatsoever), you are obliged to pay the Airport Charges to us immediately upon our demand.
- Payment of Airport Charges where Ground Handlers are Appointed
- (c) The Airport Charges are exclusive of, and you are required to pay, the applicable sales, services, consumption, goods and services, excise, value added or like taxes, tariffs and duties at the rate(s) and in the manner for the time being prescribed by law. We will be entitled to charge the relevant taxes in addition to the Airport Charges for such amount of the said taxes.
- Taxes
- (d) Invoices will be issued on every first (1st) day of the month (or at such other time interval as we may specify) through our billing portal "[fss.malaysiaairports.com.my](http://fss.malaysiaairports.com.my)". You are required to log into our billing portal to view and obtain your invoice(s). Once uploaded, the invoice is deemed sent to and accepted by you and you are required to pay to us the Airport Charges stated in the invoices by the due date(s) stipulated therein, failing which late payment charges at the rate stipulated herein shall be payable by you to us.
- Invoices & Billing Portal
- (e) We will render to you statement of accounts every month (or at such other time interval as we may specify) containing a summary of the Airport Charges that are due and owing to us.
- Statement of Accounts
- (f) **IT IS YOUR DUTY TO NOTIFY US IN WRITING (TOGETHER WITH THE RELEVANT PARTICULARS) OF ANY ERROR OR DISCREPANCY IN THE STATEMENT OF ACCOUNTS AND/OR INVOICE, WHETHER IN REGARD TO THE AIRPORT CHARGES STATED THEREIN AND/OR THE TYPES OF AIRPORT SERVICES AND FACILITIES PERFORMED, WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE STATEMENT OF ACCOUNTS AND/OR INVOICE. SHOULD YOU FAIL TO NOTIFY US WITHIN THE AFORESAID PERIOD OF THIRTY (30) CALENDAR DAYS, THE AIRPORT CHARGES AND THE TYPES OF AIRPORT SERVICES AND FACILITIES PERFORMED STATED IN THE STATEMENT OF ACCOUNTS AND/OR INVOICE SHALL BE DEEMED FINAL AND CONCLUSIVE EVIDENCE OF THE AIRPORT CHARGES DUE FROM YOU TO US AND/OR THE AIRPORT SERVICES AND FACILITIES PERFORMED.**
- Statements of Accounts/Invoices Conclusive Evidence
- (g) We may amend or vary the Airport Charges, after consultation with you of such amendments through airline operator committee (where necessary), at any time and from time to time and we will notify you of the changes to the Airport Charges in accordance with the notice provisions herein. For the avoidance of doubt, the obligation for consultation as hereinabove stated, shall not apply to Airport Charges which are prescribed and/or regulated by the CAA, MAVCOM Act, the Regulations and any
- Revision in Airport Charges

applicable legislation, laws and regulations. For the avoidance of any doubt we are entitled to pass to you any new costs which are imposed on us, such as those imposed under or by legislation, administrative direction or authority, taxation or similar costs.

- (h) Unless both of us have agreed otherwise in writing, you must pay us the Airport Charges: Time of Payment
- not later than the due date(s) stated in the invoices, or
  - in the case of one off or occasional provision of Airport Services and Facilities, prior to your aircraft leaving the Designated Airports.
- (i) Unless otherwise agreed in writing by us, the Airport Charges are calculated and payable in Malaysian Ringgit. Currency of Payment
- (j) (i) Should you fail to pay the Airport Charges within thirty (30) days from the date of the invoices or as per Article 3(d) (“Outstanding Airport Charges”), we may: - Suspension of Use
- suspend your use of the Airport Facilities and Services or if in the case of a ground handler, suspend your provision of the ground handling services; and/or
  - recover the Outstanding Airport Charges and late payment charges thereon by forfeiting the Security Deposit or exercising our rights under any bank guarantee provided in accordance with Article 3(l) herein; and/or
  - require you to pay the future Airport Charges in advance before your aircraft departs from the Designated Airports; and/or
  - take any action(s) against you in accordance with the law to recover the Outstanding Airport Charges and late payment charges thereon from you.
- (ii) Further to the aforesaid rights, for so long as any aircraft, parts, accessories, vehicles, equipment and/or any other property belonging to and/or under your control, or any ground handler appointed by you or on your behalf (collectively, the “User Properties” and each, a “User Property”), will be upon any land at the Designated Airports, or upon any land and/or premises controlled by us and if: Detention/Lien
- any Outstanding Airport Charges, tax, levy, fee, costs or expense imposed is not paid in full by the due date for payment; or
  - any late payment charges in respect of the Outstanding Airport Charges, tax, levy, fee, costs, expense which remains unpaid; or
  - you shall fail to perform your other obligations under these Conditions of Use;
- we will have the right to detain and a contractual and continual lien, both particular and general over the User Property. For the avoidance of doubt, our right to detain and our contractual and continual lien relates to User Property in respect of which charges were incurred (whether or not they were incurred by you at the time the lien is exercised) or to any other User Property at the time the right to detain or lien is exercised.

- (iii) Such right to detain and lien will not be lost by reason of the User Property departing, being removed and/or moved as the case may be, from the Designated Airports or upon any land and/or premises controlled by us, but will 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 Designated Airports or upon any land and/or premises controlled by us, for so long as any of the liabilities and obligations referred to in Article 3(a) remain outstanding, and whether incurred prior to or after departure from the Designated Airports.
- (iv) We will be entitled to impose any Airport Charges, tax, levy, fee, cost, expense, and/or late payment charges 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 we may further exercise a right to detain and lien in respect of all or any part of such charge, tax, levy, fee, cost, expense and/or late payment charges that remains unpaid as it sees fit. We will 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.
- (v) If any or any part of the Airport Charges, tax, levy, fee, cost, expense and/or late payment charges payable under these Conditions of Use which are owed and payable to us shall remain outstanding and unpaid, we will be entitled to dispatch by ordinary post or electronic mail to you and/or party in charge of the aircraft and/or any ground handler appointed by you or on your behalf and/or party in charge, at the last known address, a notice demanding payment within fourteen [14] days of the date on which the notice was dispatched. In proving that such notice was dispatched, it will only be necessary to show proof of posting or sending and not proof of receipt.
- (vi) In the event that full payment of all Outstanding Airport Charges, levies, costs, fees, expenses and/or late payment charges has not been made by the date required as per Article 3(d) above, title in the User Property which is the subject of the detention and lien will vest in us and we may in our absolute discretion at any time sell (by public auction or private contract after giving fourteen (14) days' notice in writing to you of our intention to do so), remove, destroy and/or otherwise dispose of the User Property as the case may be.
- (vii) In the event of the sale or disposal of any User Property, we will be under no duty to obtain the best price and we will not be responsible for any losses or damages incurred by you in connection with such sale or disposal. Any amounts received by us from the sale or disposal are taken to be applied successively in first, the discharge of all the outstanding amounts due to us 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.
- (viii) The exercise of any rights under this Article 3(j) shall be without prejudice to the exercise of any other right remedy or power which we may have or is exercisable by us whether under general law and/or any legislation, Act of Parliament, regulation, statutory instrument, ordinance, or other enactment having force in any part of Malaysia or otherwise.

- (k) In addition to Article 3(j), if you do not pay the Airport Charges when due, we are entitled to charge you late payment charges at the rate of 12% per annum on the Outstanding Airport Charges calculated on monthly basis from the date upon which the Airport Charges were due and payable until the date of payment of the Airport Charges (both dates inclusive, as well after as before judgment). Such late payment charges shall be a charge payable in addition to Airport Charge payable. Late Payment  
Charges
- (l) Unless otherwise agreed in writing by us, you are required to provide us a security deposit in the form of cashier's order or cash or an unconditional and irrevocable bank guarantee denominated in **Ringgit Malaysia (RM)** made in favour of **MALAYSIA AIRPORTS SDN BHD** issued by a licensed financial institution in Malaysia and on terms acceptable to us. You will provide us with the security deposit on the Commencement Date or by any date as notified by us for an amount to be specified by us in writing to you. Any increase in the security deposit amount shall be mutually agreed between the parties. Security Deposit
- (m) You must top up the amount of security deposit (or in the case of bank guarantee, give us a replacement or additional bank guarantee) if we have made a deduction on the security deposit already given to us or if we mutually agree to increase the amount of security deposit. Top Up the Security  
Deposit
- (n) You shall not be entitled, in respect of any claim you may have against us or otherwise, to make any set-off against or deduction from the Airport Charges payable to us where you have entered into these Conditions of Use in the capacity of a vendor of services at the Airport. No Set-Off
- (o) Unless we agree in writing otherwise, the late payment charges on any unpaid Airport Charges, including capitalized late payment charges shall at the end of each calendar month be capitalized and added to the principal sum of the unpaid Airport Charges then owing and thenceforth bear late payment charges (both before as well as after judgment) at the rate of 1% per month. Capitalization
- (p) Should there be overpayment by you to us on account of any reason whatsoever, we will notify you in writing of such overpayment and subject to agreement otherwise, we will issue to you a credit note for the said amount which may be utilized towards payment of such other amounts (including any part of the Airport Charges) that may be due by you to us. Overpayment
- (q) You are required to inform us on any changes in aircraft type, registration, maximum take-off weight, wingspan and length dimensions and other configuration as it occurs. You are required to provide to us relevant data in electronic format for billing and statutory statistical reporting purposes for every inbound and outbound flight on daily basis. This includes load message (LDM), passenger transfer message (PTM), passenger reconciliation (PRL), inbound connecting list (ICL), passenger service (PSM) and freight forwarders message (FFM) and International Air Transport Association (IATA) messages. Where IATA standard messages are not used, equivalent data must be provided. If the data provided is inadequate, Passenger Service Charges and Security Charges (as set out items 3 and 4 of Schedule 3) billing will be done on total seat capacity and also without providing related exemptions that the flight is entitled. Should the aircraft undergo any change in parking stands including that involves hangarage, this must be promptly reported to avoid error in parking charges calculation. Information Required  
for Billing



- (r) We shall be entitled to combine, consolidate or merge all of your account with liability or may set-off or transfer any sum outstanding to the credit of any such accounts in or towards the satisfaction of any of your liabilities with us and/or Malaysia Airports Holdings Berhad's group of companies.
- Consolidation of account and setting off

#### **4. Compliance**

- (a) You must comply with these Conditions of Use and without limiting the generality of the foregoing, pay the Airport Charges to us by the due date(s) stipulated in the invoices.
- Compliance with Conditions of Use
- (b) You must comply with our insurance policy requirements set out in Article 8.
- Compliance with Insurance Policy Requirements
- (c) You must comply with the provisions of the CAA, MAVCOM Act, the Aviation Offences Act 1984 and the Regulations from time to time in force in Malaysia and all applicable legislations, laws and regulations, including but not limited to environmental laws or regulations, noise management procedures or regulations and/or occupational health and safety laws or regulations. You must not do anything which puts us in breach of any of the aforesaid legislations.
- Compliance with Applicable Legislations
- (d) (i) You shall be liable for and shall indemnify us against any expense, liability, loss, claim or proceedings in connection with any penalty and/or imposition of any monetary penalty or sum by the Commission and/or any other Malaysian authorities due to any non-compliance of laws, regulations and/or directives in connection to the Airport Facilities and Services in the event that the same is due to and/or caused whether directly or indirectly by your actions, omissions, breaches and/or defaults, as the case may be.
- Consequences on Non-compliance
- (ii) If we are penalized and/or imposed with monetary penalty or found liable by the Commission and/or any other Malaysian authority due to any non-compliance of laws, regulations and/or directives in connection to the Airport Facilities and Services which is due to and/or caused whether directly or indirectly by your actions, omissions, breaches and/or defaults, as the case may be, we shall be entitled to deduct or set-off the said penalty or such other sums imposed on us against any sum or Security Deposit or payment due from us to you under these Conditions of Use and/or any other agreements or contracts between you and us.
- (e) You must comply with such reasonable safety and security directions as may be notified by us or any relevant Malaysian authority from time to time and necessary for the day-to-day operations of the Designated Airports.
- Compliance with Safety and Security Directions
- (f) You must comply with such instructions or directions as may be issued by us from time to time, including but not limited to, the requirement to obtain the relevant operator licences, airside driving permit, airside vehicle permit, airport passes issued by us and to observe such terms and conditions as may be stipulated by us in relation to such licences, permits and passes.
- Compliance with Our Instructions and Directions
- (g) You must comply with the local flying and ground restrictions and remarks published from time to time in the Aeronautical Information Publication ("AIP") or in such other publication by the relevant authorities.
- Compliance with Local Flying and Ground Restrictions

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| (h) The security of your aircraft and its contents shall at all times be your sole responsibility and you shall take such steps as you deem appropriate to restrict unauthorized access to or unauthorized use of your aircraft and its contents.   | Security of your Aircraft and its Contents  |
| (i) You must give us reasonable evidence that you have emergency procedures that comply with our security and safety requirements and applicable laws.  | Compliance with Security Requirements   |
| (j) You must notify us as soon as practicable if there is any material change to the information you have given us which includes a change that impacts on the application, processing, imposition or recovery of charges or impacts on the operation of the Designated Airports.   | Material Change to the Information  |
| (k) You must give us the names, addresses, telephone numbers, facsimile numbers and all other contact details for your key personnel whom we are able to contact at any time in respect of any emergency, security matters or operational matters with respect to your use of the Designated Airports. We will comply with all privacy obligations in relation to this personal information of your key personnel.  | Contact Details of Your Key Personnel   |
| (l) Within fourteen [14] Business Days after the end of each month, you agree to provide to us a monthly summary by flight of the information provided to us under Schedule 1.  | Monthly Summary Reports   |
| (m) Any issues in respect of the Airport Facilities and Services must first be shared and discussed at the respective forum comprising airline operator committee and us.   | Discussion Forum  |
| (n) All 'Not to Land' ("NTL") passengers and offloaded passengers are your responsibility whether or not you notify us and/or the relevant authorities. You must bear and pay all costs and expenses including meal and safeguarding costs for these passengers until their departure. All NTL passengers and offloaded passengers must be deported by you immediately or as soon as practicable.   | Not to Land Passengers and Offloaded Passengers   |
| (o) You are required to report to us if the following incidents occur and the report must be made within the following time frame: - <ul style="list-style-type: none"><li>• Foreign Object Damage- to notify us immediately</li><li>• Wildlife strike- to notify us immediately or when your aircraft reaches end station</li><li>• Accident/incident- to notify us within 24 hours of the occurrence</li></ul>  | Notification on incidents/ accidents  |
| (p) Before you arrive at the Designated Airports (or as soon as practicable after arrival), you must complete and submit the information set out in the form in <b>Schedule 1</b> . The information to be provided by you may be sent by e-mail to our e-mail address (if we require this method of communication) or by delivering the same to our office at the address set out in Article 12 (or such other address as we may notify you) or by faxing to our facsimile number set out in Article 12 (or such other facsimile number we may notify you). | Information to be Submitted Before Arrival at the Designated Airports and Mode of Providing Information |

## **5. Parking and Aircraft Removal**

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| (a) Subject to air traffic clearances and any emergencies (as reasonably determined by us), on reasonable prior notice you agree to use all reasonable endeavours to: | Movement and Removal of Aircraft |
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- move a parked, damaged or disabled aircraft to another position in the Designated Airports; or
  - remove a parked, damaged or disabled aircraft from the Designated Airports, within any reasonable time specified by us.
- (b) If you do not comply with a request under Article 5(a), we may move or remove the aircraft at your cost. We will notify you of the date and time of the move or removal, where the aircraft will be or has been moved to, the means used (or to be used) to move the aircraft and any conditions that will apply to your recovery of the aircraft. Failure to Comply
- (c) We will endeavour to give you a reasonable period before moving an aircraft. If we cannot do so for any reason, we will notify you as soon as possible after the aircraft has been moved. Reasonable Period  
of Notice Before  
Moving
- (d) We will not be liable for any loss or damage you suffer, including: No Liability for  
Removal of Aircraft
- losses or damage to your aircraft, its parts or accessories or any property contained in your aircraft; and/or
  - claim against you by third parties,
- whether directly or indirectly caused by us in moving or removing your aircraft unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result.
- 6. Security**
- (a) We will at our reasonable endeavours ensure that only persons who are appropriately approved and having a legitimate and authorized purpose are allowed to carry out activities and entry into the security restricted area of the Designated Airports. Entry onto Airport  
Premises
- (b) You must comply with security and safety measures and requirements imposed from time to time for the Designated Airports. Security and Safety  
Measures and  
Requirements
- 7. Airport Passes**
- (a) You and your employees, agents and contractors must apply to us for airport passes before you or any of them will be permitted to access and use the restricted areas and/or the controlled areas of the Designated Airports. The category or type of airport passes issued will depend on the area(s) in the Designated Airports which you and your employees, agents and contractors will have access to. You and your employees, agents and contractors must ensure that the airport passes are valid and are of the category or type suitable for access to the specific area in the Designated Airports and that these valid airport passes are worn above the waist in a visible location at all times while at the Designated Airports. You and your employees, agents and contractors must produce the passes for inspection by us or by any other relevant authority at any time. Airport Passes

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| (b) You must conduct background check on all your employees, agents and contractors who will work at the Designated Airports.   | Background Check                     |
| (c) You and your employees, agents and contractors acknowledge that we are able to conduct a detailed police service and law enforcement check on all applicants for the airport passes, which will include a check on the applicant's criminal history to determine his/her suitability to possess an airport pass.  | Application for<br>Airport Passes    |
| (d) The issuance and use of the airport pass are subject to the conditions set out in Schedules 2 and 3, the applicable legislations, the CAA, MAVCOM Act and the Regulations. The airport pass remains our property at all times and must be surrendered to us or any other lawful authority immediately when it is no longer required by you or your employees. | Conditions Governing<br>Airport Pass |
| (e) You must pay the Airport Charges set out in Schedule 3 for the airport passes.  | Charges for Airport<br>Passes        |

## **8. Insurance**

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| (a) You must take up and maintain with insurers the following insurances in your name and, if required by us, any other person with an insurable interest for their respective rights and interests: <ul style="list-style-type: none"><li>▪ aviation liability insurance (including aircraft third party, passenger, baggage, cargo, airline general third party, legal liability, war and allied risks) for not less than Ringgit Malaysia Fifty Million (RM50,000,000.00) or such other amount as may be specified by us or such higher level of insurance cover that a prudent airline or aircraft operator would ordinarily take up and maintain; and</li><li>▪ other insurances which are required by law in connection with your use of the Designated Airports as may be informed by us to you.</li><li>▪ in the case of you operating as a ground handler, public liability insurance of not less than Ringgit Malaysia Fifty Million (RM50,000,000.00) or such other amount as may be specified by us or such higher level of insurance cover that a prudent ground handler would ordinarily take up and maintain.</li><li>▪ insurance to cover liability to pay damages arising from the acts of terrorism.</li></ul> | Aviation Liability<br>Insurance/Other<br>Insurance |
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The minimum sums insured shall apply in respect of any one occurrence or series of occurrences arising out of one event but unlimited during the period of the policy.

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| (b) You must promptly pay all premiums and other moneys necessary for effecting and maintaining such insurances and produce to us reasonable evidence that you have taken up the insurances and/or paid the current premium upon our request. | Evidence that<br>Insurance Policies<br>Taken Up  |
| (c) You must notify us as soon as practicable if an insurance policy required by Article 8(a) is cancelled or an event occurs which may allow a claim or affect rights under the said insurance policy.                                       | Notification if<br>Insurance Policy<br>Cancelled |

- (d) You must not do anything which may adversely affect rights under any insurance or which may increase an insurance premium payable in connection with your use of the Designated Airports. Acts Affecting Insurance
- (e) You must ensure that any contractor, supplier and/or agent appointed by you in connection with your use of the Designated Airports and Airport Services and Facilities (or otherwise), or in the case of a ground handler your performance of the Ground Handling Services, take up and maintain with insurers in their respective names such insurances as may be specified by us. Insurance by You Contractor, Supplier and/or Agent

## **9. Interruption to Airport Services and Facilities**

- (a) We will endeavor to keep the Designated Airports open and the Airport Services and Facilities available for you to use, subject to reasonable requirements for operational purposes, maintenance and new developments or events beyond our reasonable control.
- (b) If required by law or if we believe it is necessary to deal with an emergency or an airport security and safety incident, we may close the Designated Airports or any part of the Designated Airports or suspend, interrupt or shutdown the Airport Services and Facilities or any part thereof, or in the case of a ground handler, suspend or prohibit your performance of the ground handling services at any time. In such circumstances, we will use our reasonable endeavors to:
- give you reasonable notice of such closure, suspension, interruption or shutdown in these circumstances, but you must recognize that in some circumstances this may not be possible; and
  - minimize the way you are affected by such closure, suspension or interruption of the Designated Airports or the suspension, interruption or shutdown of the Airport Services and Facilities.
- (c) If we believe it is necessary for repair, maintenance or upgrade of our facilities or because of some building or construction work occurring on the Airport, we may close part of the Designated Airports or suspend, interrupt or shutdown the Airport Services and Facilities or any part thereof, or in the case of a ground handler, suspend or prohibit your performance of the ground handling services. In such a case, we will: -
- inform you by giving reasonable prior notice of such closure or interruptions; and
  - take reasonable steps to minimize the way you are affected by such closure or interruptions.
- (c) In the event of the planned or unplanned closure of the Designated Airports or part of the Designated Airports or the planned or unplanned suspension, interruption or shutdown of the Airport Services and Facilities or any part thereof referred to in Articles 9(b) and/or (c), we are not liable for any loss or damage (including without limitation, loss of profits or contract, loss of goodwill or other special, indirect or consequential loss) that you may suffer (including but not limited to, losses or damage due to delays in aircraft movement and/or claims made against you by third parties) whether directly or indirectly caused thereby. No Liability for Planned and Unplanned Interruptions and Shutdown

## **10. Indemnities**

- (a) You are liable for and you must indemnify us against any liability, losses, damage, costs (including solicitor and client costs), expenses, claims, actions, demands, and/or penalties (including those imposed upon us by any government authorities whether or not such liability, losses, damage, costs, expenses, claims, actions, demands, and/or penalties whatsoever arising out of:
- Your Indemnity
- Your use (including your employees, agents and/or contractors) of the Airport Services and Facilities;
  - a breach of these Conditions of Use by you, including the loss or damage that result from us exercising our right to terminate these Conditions of Use applicable to you and/or our termination of your use of the Designated Airports; or
  - damage, loss (to person or property), injury or death caused or contributed to by your act, omission, negligence or default or your employees and/or agents; or
  - damage, loss (to person or property), injury or death caused or contributed to by you, your employees and/or agents; or
  - us doing anything which you must do under these Conditions of Use but have not done; or
  - the overflow or leakage of water into or from any area at the Designated Airports that you use or fire on or from any area at the Designated Airports that you use; or
  - loss or damage (to person or property), injury or death caused or contributed to by your use of the Designated Airports or use by your employees and/or agents or otherwise relating to your use of the Designated Airports or use by your employees and/or agents; or
  - your use or occupation of the Designated Airports (including your employees, agents and/or subcontractors);
  - our exercise of the right to detain, move or remove your aircraft; or
  - any claim by third parties arising out of loss or damage (to person or property), injury or death caused as a result of your use (including your employees, agents and/or subcontractors) of the Designated Airports or the Airport Services and Facilities.
- (b) You use of the Designated Airports are at your own risk. Your Risk
- (c) Our recovery under any indemnity set out in these Conditions of Use shall not be subject to any duty to mitigate the losses or damages we suffered. Duty to mitigate
- (d) Articles 10(a) to (d) are continuing obligations, separate and independent from the other obligations of the parties and survive termination of these Conditions of Use for whatever reason. Survival of Indemnities

## **11A. Release**

- (a) You release us, our employees, agents and contractors from, and agree that we, our employees, agents and contractors are not liable for, liability or loss (including without limitation, loss of profits or contract, loss of goodwill or other special, indirect or consequential loss) arising from, and cost incurred in connection with: Release
- loss of or damage to your aircraft, its parts or accessories or any property contained in the aircraft occurring whilst the aircraft is at the Designated Airports or is in the course of landing or taking off at the Designated Airports arising or resulting directly or indirectly from any act, omission, neglect or default on our part or on the part of our employees, agents and contractors or otherwise howsoever arising or resulting unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result; and/or
  - damage, loss (to person or property), injury or death howsoever caused arising directly or indirectly from any act, omission, neglect or default on our part or on the part of our employees, agents and contractors or otherwise howsoever arising or resulting unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result; and/or
  - unavailability of any part of the Airport Services and Facilities beyond our control (force majeure) including but not limited to labour disputes, strikes, lock-outs between a party and its employees, adverse weather conditions, exceptional diversion or landing or aircraft at the Designated Airports and/or acts of terrorism; and/or
  - any loss you suffer or any person claiming through you suffers, for any reason because of delays or cancellation in the movement or scheduling of your aircraft; and/or
  - anything we are permitted or required to do under these Conditions of Use.
- (b) Under no circumstances is either party liable for any of the following even if informed of their possibility: Items for Which We  
are Not Liable
- incidental or indirect damages or for any consequential damages; or
  - loss of profits, business revenue, goodwill or anticipated savings.
- (c) Articles 11A(a) and (b) are continuing obligations, separate and independent from the other obligations of the parties and survive termination of these Conditions of Use for whatever reason. Survival of Release

## **11. Confidential Information**

- (a) Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party. Acknowledgment
- (b) Each party undertakes to the other to keep confidential each other's Confidential Information, other than as permitted under these Conditions of Use. To this end, each party must not, without the other party's prior written consent: Obligation of  
Confidentiality

- disclose or in any way communicate to any other person all or any of the other party's Confidential Information except as permitted by these Conditions of Use; or
  - permit unauthorized persons to have access to places where other party's Confidential Information is displayed, reproduced or stored; or
  - make or assist any person to make any unauthorized use of the other party's Confidential Information, and must take all responsible steps (including obtaining confidentially undertakings from officers, employees, agents and contractors who have or may have access to the other party's Confidential Information) to ensure that the other party's Confidential Information is not disclosed to any other person by any of the officers, servants, agents, contractors or sub-contractors of either party.
- (c) Subject to Article 11(d), either party may disclose the other party's Confidential Information to its employees, officers, agents, solicitors, accountants and contractors in relation to its rights under these Conditions of Use. Nothing in these Conditions of Use prohibits the use or disclosure of any Confidential Information to the extent that:
- the Confidential Information is lawfully in the possession of the recipient of the information through sources other than the party who disclosed the Confidential Information; or
  - it is required by law or a stock exchange; or
  - it is strictly and necessarily required in connection with legal or debt recovery proceedings relating to these Conditions of Use; or
  - the Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.
- (d) Both parties must ensure that its employees, officers, agents, solicitors, accountants and contractors and all other persons under its control or direction will be under and will comply with obligation similar to the obligations imposed on it under this Article 11.
- (e) The obligations under this Article 11 survive expiry and termination of these Conditions of Use.

Permitted Disclosure

Conditions of  
Permitted Disclosure  
to Representatives

Survival of  
Confidentiality  
Provision After  
Termination

## **12. Communication**

- (a) Where you are resident outside Malaysia, you must provide us with the name and address of an agent resides in Malaysia (if any) authorized to accept service of the Communications on your behalf. You will immediately appoint a replacement agent in the event the appointed agent is no longer able to act or is no longer resides in Malaysia.
- (b) Unless otherwise provided in these Conditions of Use, any notice, request, demand or other communication ("the Communications") to be given by us to you may be delivered by hand (including courier service), sent by post or facsimile transmission to your address or facsimile number provided by you to us from time to time or to your last known address.

Agent Resident in  
Malaysia

Methods of Service  
on You



- (c) Unless otherwise provided in these Conditions of Use, any Communications to be given by you to us may be delivered by hand (including courier service), sent by post or facsimile transmission to:
- Methods of Service on Us

**MALAYSIA AIRPORTS SDN BHD (230646-U)**

Malaysia Airports Corporate Office,  
Persiaran Korporat KLIA,  
64000 KLIA, Sepang,  
Selangor Darul Ehsan  
Malaysia

Attention: General Manager of Malaysia Airports Sdn Bhd  
Tel : +603 8777 7000  
Fax : +603 8777 7778 / +603 8777 7512

- (d) The Communications sent by either of us to the other shall be deemed to be duly served:
- Deemed Service
- if delivered by hand (including courier service), at the time of delivery and duly acknowledged (if delivered);
  - If sent by post, three (3) calendar days after posting or seven (7) days after posting if sent to or from a place outside Malaysia;
  - if sent by facsimile, at the time the transmission report is received by us confirming that you have received such facsimile.

### 13. Disputes

- (a) Any dispute which may arise between the parties concerning Article 4(d) shall be first be discussed through consultation (“Consultation”). For the purpose of the Consultation session, each party must appoint its designated representative (“DR”) that has authority to settle the dispute or difference. The DR shall meet to discuss the dispute or difference and negotiate in good faith to resolve such dispute or difference. If the parties are unable to reach amicable resolution upon having resort to this Article 13(a), Article 13(b) shall apply.
- Mode of Dispute Resolution for Article 4(d)
- (b) Save for Article 13(a), any other dispute which may arise under these Conditions of Use shall be determined by the Courts in Malaysia and both you and we agree to submit to the jurisdiction of the Courts in Malaysia for such purpose.
- Initiation of Legal Action

### 14. Notification of Damage or Defect to Airport Services and Facilities

- (a) You must notify us immediately of any of damage, defect or malfunction of any of the Airport Services and Facilities. Upon such notification, we will together with you conduct an inquiry to determine the cause of such damage, defect or malfunction.
- Notification of Damage to Airport Services and Facilities
- (b) If the inquiry revealed that the damage, defect or malfunction of the Airport Services and Facilities is caused by an act or omission of you or your employee, agent and/or contractors (the result of inquiry shall be conclusive, final and binding), you shall be liable for all cost of repair and/or substitution to the said Airport Services and Facilities.
- Cost of repair and substitution

## **15. Governing Law**

These Conditions of Use shall be governed by Malaysian Law.

Malaysian Law

## **16. Entire Agreement**

These Conditions of Use constitute the agreement between you and us as to its subject matter and supersedes any prior understanding or agreement between you and us and any prior condition, warranty, indemnity or representation imposed, given or made by either you or us other than as set out in the Conditions of Use.

Entire Agreement

## **17. Definitions and Interpretation**

- (a) In these Conditions of Use, the following words have the meanings below, except if the contrary is expressed:

Definitions

**CAA** means the Civil Aviation Act 1969 including all subsidiary legislation, amendments, modifications and variations thereto;

**Business Day** means a day on which banks are open for general banking business in Sepang, Selangor Darul Ehsan, Malaysia, other than Saturday and Sunday or public holiday;

**CAAM** means Civil Aviation Authority of Malaysia;

**Commencement Date** means 10 July 2019;

**Commission** means Malaysian Aviation Commission;

**Confidential Information** means all information relating to or developed in connection with or in support of either party's business disclosed or otherwise provided by one party to the other or otherwise obtained by either party which is not trivial in character or is not generally available to the public or if generally available to the public, so become available to the public as a result of an unauthorized disclosure or otherwise by reason of a breach of confidence on the part of the other party;

**Designated Airports** (or Airport) means any and all of the airports listed in Schedule 4 hereto;

**Force Majeure** means any circumstances not with a party's reasonable control including, without limitation to: Acts of God, flood, drought, earthquake, or other natural disasters, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority, collapse of a building, fire and/or explosion (including fire and explosion risk) or accident, any labour or trade dispute, strikes, industrial action or lockouts, exceptional diversion or landing of aircraft at the airport.

**MAVCOM Act** means Malaysian Aviation Commission Act 2015 including all subsidiary legislation, amendments, modifications and variations made thereto;

**Regulations** mean all regulations made pursuant to the CAA and MAVCOM Act and all other subsidiary legislations in relation to aviation including all amendments, modifications and variations made thereto;

**We, Us, Our** means Malaysia Airports Sdn Bhd (230646-U), a company incorporated in Malaysia with its registered office at Malaysia Airports Corporate Office, Persiaran Korporat KLIA, 64000 KLIA, Sepang, Selangor Darul Ehsan, Malaysia;

**Website** means our website at “[www.malaysiaairports.com.my](http://www.malaysiaairports.com.my)”

**You or Your** means person, firm or company for the time being: -

- having the management of an aircraft or operating an aircraft that arrives at or departs from the Designated Airports; and/or
- appointed by the airline to perform the ground handling services or the airline that performs ground handling services (or self handles).

(b) Unless expressed to the contrary:

Interpretation

- words importing the singular include the plural and vice versa and any gender includes the other gender;
- a reference to the Conditions of Use includes any variation or replacement of the Conditions of Use;
- a reference to a Schedule is a reference to a Schedule of these Conditions of Use and a reference to these Conditions of Use includes the recital or schedule;
- a reference to an article is a reference to an article of these Conditions of Use and a reference to an item is a reference to an item of the Schedule;
- a reference to a person includes a firm, partnership, joint venture, unincorporated association, corporation or other body corporate and a government or statutory body or authority and firm;
- a reference to a person includes the legal personal representative, person's executor, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns;
- “RM” or “Ringgit Malaysia” is a reference to the lawful currency of Malaysia.

(c) Headings do not affect the interpretation of these Conditions of Use.

(d) If there is any discrepancies or inconsistencies between any of provisions of these Conditions of Use and the applicable legislation, the said applicable legislation will prevail.

-- The Remaining Space is Intentionally Left Blank --

## SCHEDULE 1

### **INFORMATION TO BE PROVIDED TO US** ***{Referred to in Article 4(k) and Article 4(p)}***

You are required to provide the following information to us:

- (a) for all of your aircrafts using the Designated Airports, the information as follows:
- (i) airline; and
  - (ii) aircraft; and
  - (iii) authorised maximum take-off weight for each aircraft; and
  - (iv) aircraft registration number; and
  - (v) aircraft length and wing span; and
  - (vi) aircraft fuselage length; and
  - (vii) maximum passengers capacity; and
  - (viii) aircraft noise certificate
- (b) within 24 hours of each flight to or from the Designated Airports, the information as follows:
- (i) aircraft registration number; and
  - (ii) flight number; and
  - (iii) origin; and
  - (iv) destination; and
  - (v) date of flight; and
  - (vi) scheduled time of arrival at, or departure from, Designated Airports; and
  - (vii) block time (actual time) of arrival at, or departure from, Designated Airports; and
  - (viii) terminal gate number used; and
  - (ix) passengers information as shown in Table (A) below; and
  - (x) freight carried (tones); and
  - (xi) agent/ground handler who handle the aircraft.

**TABLE A**

<b>PASSENGERS INFORMATION</b>	<b>NUMBER</b>
Seating capacity of Aircraft	
Total passengers on the Aircraft	
Deduct from Total passengers on the Aircraft the number of:	
1. Passenger in direct transit	
2. Operating crew of the Aircraft	
3. Infants (below the age of two (2) years)	
4. Heads of State, Ministers and other dignities visiting Malaysia as state guests	
<b>TOTAL PASSENGERS</b> for calculation of Passenger Service Charges and security charges (as set out Items 3 and 4 of Schedule 3)	

You must use your best endeavors to promptly notify of any changes to this information (including flight schedules).

**SCHEDULE 2  
AIRPORT SERVICES AND FACILITIES**

**A. AIRPORT SERVICES & FACILITIES: USE OF THE APRON**

**Terms**

- 1.1 Use of Apron at your risk  
You use the Apron at your own risk
- 1.2 Dangerous or offensive conduct  
You must not do anything on or within the vicinity of the Apron which is in our reasonable opinion annoying, dangerous or offensive to us or other users of the Apron or the Airport.
- 1.3 Dangerous of hazardous substances  
You must not without our prior approval bring or leave in or permit to be brought in or left any offensive, hazardous or dangerous substance on the Apron or in the vicinity of the Apron.
- 1.4 Cleanliness of the Apron, Ground Service Equipment Parking Area & BHS Area  
You must not cause or permit any rubbish, obstacles, undergrowth or Foreign Object Damage ("FOD"), to be placed, thrown or dropped on or about the Apron and must at all times ensure that the Apron is kept clean and tidy. If you do not comply with this requirement to our reasonable satisfaction, we will clean the Apron at your expense.

**B. AIRPORT SERVICES & FACILITIES: LANDING FACILITIES**

**Terms**

- 1.1 Types of Landing Facilities  
We will provide you the following landing facilities at the Airport: -
- a. runways;
  - b. taxiways;
  - c. apron;
  - d. aeronautical ground lighting facilities;
  - e. wind direction indicator; and
  - f. other visual aids for navigation as required by ICAO Annex 14 Vol 1.
- 1.2 Exclusion of Landing Facilities provided by us  
The navigation aid systems and air traffic control services will be provided by the CAAM and meteorological services will be provided by Meteorological Department of Malaysia.
- 1.3 Landing Charges  
You shall pay the landing charges in the amount as set out in the Schedule 3.
- 1.4 Aircraft Escort ("Follow Me" services) (Wherever Applicable)  
Subject to payment of the charges as stipulated in Schedule 3, if any, we will upon request, provide aircraft escort (follow-me services) to guide the aircraft to its proper parking bay if the aircraft is unable to properly reach any parking bay upon landing.

1.5 Charges for Airside Services

You shall pay the charges as prescribed in Schedule 3 for the services provided by us in the airside.

**C. AIRPORT SERVICES & FACILITIES: PARKING BAYS**

**Terms**

1.1 Aircraft parking bays

We will provide aircraft parking bays at the Designated Airport.

1.2 Allocation of parking bays

We will formulate the rosters and allocation for use of the parking bays to the users on a daily basis. Allocation of the parking bays will be based on the airlines' approved slots by National Slots Coordination Malaysia ("NSCM") and based on daily schedule of flight provided by the airlines.

1.3 Flight Schedule

You must provide us with the flight schedule of your aircrafts or handled by you together with all information as to the time of departure and/or arrival, type of aircraft, whether the said aircraft is on transit/overnight stop and other information as may be necessary.

1.4 Change of Flight Schedule

Any change of the flight schedule must be accurate and informed to us promptly to avoid any misleading of information to airport users and other service providers.

1.5 Parking Charges

You must pay the parking charges in the amount as set out in Schedule 3.

**D. AIRPORT SERVICES & FACILITIES: PASSENGER BOARDING BRIDGE/AEROBRIDGE ("PBB")  
(WHEREVER APPLICABLE)**

**Terms**

1.1 PBB

All contact stands at the Designated Airports (*wherever applicable*) are equipped with PBB.

1.2 Allocation of PBB (*wherever applicable*)

We will allocate an appropriate parking bay with a PBB corresponding to the type of aircraft in use at that material time.

1.3 Docking of PBB (*wherever applicable*)

The PBB docking process will only commence upon full clearance given by your designated employee and/or agents.

1.4 Unserviceability of PBB (*wherever applicable*)

If the PBB is unserviceable, we will notify you of such unserviceability and allocate alternative parking bay. In the event no alternative parking bay may be allocated for an incoming aircraft, you must utilize your movable aircraft stands and/or arrange for transportation to ferry passengers at your expense.

- 1.5 Remote Parking Bay (wherever applicable)  
Where we are requested to provide remote parking bay to your aircrafts for any reason whatsoever, you are required to provide passenger buses to transfer disembarking and/or embarking passengers between the terminal and aircraft.
- 1.6 Not to damage or tamper with the PBB (wherever applicable)  
You must not act or cause to change or tamper with or vandalize the PBB in any way which is detrimental to the performance of the PBB or the efficient operation of the PBB and smooth operations of the Designated Airports. You must ensure that the passenger do not cause any damage and/or vandalize the PBB.
- 1.7 Availability of your employees and/or agents (wherever applicable)  
You must ensure that your employees and/or agents is available during docking and undocking process of PBB.
- 1.8 Correct & Safe Passenger Pathway (wherever applicable)  
You must ensure that all passengers are directed to the correct and safe passenger pathway.
- 1.9 Non-availability of PBB (wherever applicable)  
For Designated Airports that are not provided with PBB or if the PBB is not used for any reason whatsoever, the aircraft is required to stop short. The ground handler for the said aircraft is responsible to handle the aircraft, the passengers and the luggage.
- 1.10 Charges  
Charges for the usage of the PBB are as set out in Schedule 3.

## **E. AIRPORT SERVICES & FACILITIES: VISUAL DOCKING GUIDANCE SYSTEM (“VDGS”)**

### **Terms**

- 1.1 VDGS Availability  
Contact stands that are provided with VDGS units are published in the AIP.
- 1.2 Parking Apron free from FODs  
You must ensure that the parking apron of the aircraft is clear from FODs and obstructions before or during arrival and departure of the aircraft.
- 1.3 Duty of the VDGS Operator  
Person who operates the VDGS must: -  
i. attend training conducted by us annually;  
ii. standby 15 minutes before the arrival of the aircraft;  
iii. activate and test the VDGS and ensure that the system is in full operating mode;  
iv. standby beside the Operator Illuminating Panel (OIP) when the VDGS has detected the taxiing incoming aircraft;  
v. ensure that after the aircraft stop at the stop loop, the aircraft tyre is chocked; and  
vi. ensure that the chocks trolleys are placed at the designated area.
- 1.4 Malfunction VDGS  
If the VDGS malfunctions during the operating process, you must press the EMERGENCY STOP BUTTON

to deactivate the operation and thereafter the operation will be continued by manual marshalling provided by you.

1.5 Unserviceability VDGS

If the VDGS is unserviceable and no alternative PBB is allocated, you must engage the ground handler to marshal the aircraft into the parking bay at your expense.

1.6 Mishandling of VDGS

You must ensure that your employee and/or agents use the VDGS in accordance with VDGS Operation Standard Operating Procedure. You must not mishandle and/or cause any damage to the VDGS.

1.7 Not to damage or tamper with VDGS

You must not act or cause to change or tamper with or vandalize VDGS in any way which is detrimental to the performance of VDGS or the efficient operation of VDGS and smooth operations of the Designated Airports.

**F. AIRPORT SERVICES & FACILITIES: PBB MOUNTED EQUIPMENT (NOT APPLICABLE)**

**Terms**

1.1 PBB Mounted Equipment

We will make available the following PBB Mounted Equipment to you: -

- (i) Ground Power Unit to provide, generate and supply 115 Volts, 400Hz electrical power to the aircraft parked at the Apron; and
- (ii) Pre-Conditioned Air Unit, to provide ventilation, cooling, dehumidifying and filtering of air to aircraft parked at the Apron;

including all upgrading thereto (for the purpose of this Schedule, collectively referred as "PBB Mounted Equipment").

1.2 Risk In the 400Hz electricity and pre-conditioned air supplied by PBB Mounted Equipment ("Utilities")

Risks in the Utilities supplied shall pass to you when the Utilities are made available to you for your operation or usage.

1.3 Exclusive Use of the PBB Mounted Equipment

Unless we agree otherwise in writing and subject to Paragraph F-1.4 below ("Unavailability of PBB Mounted Equipment"), you must exclusively use our PBB Mounted Equipment.

1.4 Unavailability of PBB Mounted Equipment

If the PBB Mounted Equipment is unavailable, you are at liberty to obtain or procure alternative PBB mounted equipment from any other sources at your expense, until such time as we are able to resume availability of the PBB Mounted Equipment required. We will not be responsible for the services/Utilities obtained or procured by you from such other alternative sources.



**1.5 Disclaimer**

We will endeavour to make available the PBB Mounted Equipment to you. However we will not be responsible for: -

- (i) any failure to supply any PBB Mounted Equipment or the Utilities or malfunction of any of the PBB Mounted Equipment;
- (ii) any damage to the assets or any injury or death of any person resulting from the functioning or defective functioning or malfunctioning of any equipment/ PBB Mounted Equipment; and
- (iii) the quality/specification of the Utilities.

**1.6 Compliance with the Standard Operating Procedures**

You, your employees, agents and/or contractors must comply with the Standard Operating Procedures for the PBB Mounted Equipment.

**1.7 Handling of the PBB Mounted Equipment**

You must ensure that all your employees, agents and/or contractors involved in the handling of the PBB Mounted Equipment are aware of and are fully competent to comply with the Standard Operating Procedures. For this purpose, you must provide appropriate training to your employees, agents and/or contractors and if required, to send them to the training conducted by us. We shall be entitled to request for sufficient proof of the competency of such persons from you.

**1.8 Not to damage or tamper the PBB Mounted Equipment**

You must not act or cause to change or tamper with the PBB Mounted Equipment in any way which is detrimental to the performance of the PBB Mounted Equipment or the efficient operation of the PBB Mounted Equipment and smooth operations of the Designated Airports.

**1.9 Not to introduce disrupting programs**

You must not introduce any disrupting or disabling programs or devices that would or reasonably be expected to cause the PBB Mounted Equipment to fail or be disrupted.

**1.10 Not to repair the PBB Mounted Equipment**

You must not repair or attempt to repair the PBB Mounted Equipment in the event of damage or breakdown but must notify us at once of the damage or breakdown.

**1.11 Charges**

The charges for the PBB Mounted Equipment are as prescribed in Schedule 3.

**G. AIRPORT SERVICES AND FACILITIES: OIL, FUEL AND HYDRAULIC FLUID SPILLAGE**

**Terms**

**1.1 Cleaning of oil, fuel and hydraulic fluid spillage**

We will provide services for cleaning of oil, fuel and hydraulic fluid spillage on the tarmac, apron, taxiway and runway caused by any aircraft, equipment or vehicles.

**1.2 Spillage must be reported**

Any oil, fuel including hydraulic fluid spillage occurring during aircraft refuelling shall be reported by you to our Airport Operation Control Centre promptly.

- 1.3 Dispatching Personnel  
Upon discovery of or receiving any report on a spillage, we will as soon as practicable dispatch our personnel to such spillage area.
- 1.4 Charges  
The party who causes the spillage must pay to us charges set out in Schedule 3 for the cleaning of the spillage on the basis of time taken to clean such spillage.

## **H. AIRPORT SERVICES AND FACILITIES: AIRSIDE SOLID WASTE MANAGEMENT**

### **Terms**

- 1.1 Domestic Waste  
You must dispose the domestic waste generated from your premises at the locations designated by us at your expense. You must arrange and ensure that the domestic waste is disposed into the approved waste containers or bins at such designated locations. The office and other domestic waste at the ramp areas shall be properly put into waste plastic bags and tied neatly in a manner that the bags could not be tampered with before disposing them into the waste container or bins at the designated locations.
- 1.2 Other Waste  
The wooden crates (pallets), wrapping plastic and other waste that generated due to your cargo or handling of goods or Baggage activities within the airside must be removed by you at your expense.
- 1.3 Waste containers or bins  
The waste containers or bins for domestic waste are provided at the locations designated by us.
- 1.4 FOD bins  
The FOD bins are also provided at the designated locations at parking bays. You are responsible to ensure that only "FOD" wastes are thrown into the FOD bins.
- 1.5 Bins  
If you wish to use your bins, you must get our approval first. If we agree to allow you to use your bins, the bins can only be placed at the areas designated by us.
- 1.6 Scheduled Waste Management  
You must manage the Scheduled Waste in accordance with the Environmental Quality Act 1974 – Environmental Quality (Scheduled Waste) Regulation 2005 (including any amendments made).
- 1.7 Collection, Storage and Disposal of Scheduled Waste  
You are responsible for the collection, storage and disposal of Scheduled Waste generated from your activities, at your expense and in accordance with the Environmental Quality Act 1974 – Environmental Quality (Scheduled Waste) Regulation 2005 (including any amendments made).
- 1.8 Notification  
You must inform the Department of Environment and us in writing on the Scheduled Waste generated within the Designated Airports area.

1.9 Storage Area

You must obtain our prior written approval if you wish to set up a storage area for Scheduled Waste within the Designated Airports area.

1.10 Hammerhead

Hammerhead must be kept free from any domestic waste and scheduled waste.

**I. AIRPORT SERVICES AND FACILITIES: AIRCRAFT INTERIOR (“AI”) CLEANING WASTE MANAGEMENT**

**Terms**

1.1 Usage of Transparent plastic bags with company logo

You must use transparent or clear plastic/garbage bags with your company logo on it to place the AI waste. The plastic/garbage bags must be properly tied in a manner that the bags could not be tampered with.

1.2 Approved Locations

You must ensure that the AI waste plastic/garbage bags are put at the approved location designated at the hammerheads and remote bays for easy collections.

1.3 Collection

We will collect the AI waste at the designated locations at the hammerhead and remote bays. The frequency of AI waste collections is based on the flight schedules issued from time to time by our Flight Operation Centre (FOC).

1.4 Disposal

Our appointed contractor or we will dispose the AI waste at the Aircraft Waste Disposal Facilities (“AWDF”) prior to its disposal to the approved municipal landfills. You must verify and sign off the service sheet prior to removal of the containers or bins at the AWDF to be transported out to landfills.

1.5 AI Waste Management

You and your interior cleaning contractor must ensure that the AI Waste is properly and effectively managed in accordance with the provisions of these Condition of Use and any other guidelines/ requirements and the PBB area (*wherever applicable*) is free from the AI Waste. If we find there is any AI Waste at the PBB area (*wherever applicable*), we will not retract the PBB until such AI Waste is removed by you or your interior cleaning contractor.

**J. AIRPORT SERVICES AND FACILITIES: AIRCRAFT TOILET WASTE MANAGEMENT (“ATWM”)**

**Terms**

1.1 Your obligations

You are responsible to transport the aircraft toilet waste via your trucks and discharge it to AWDF so as to ensure that the aircraft toilet waste eventually reach the Designated Airports wastewater treatment plant.

1.2 Obligation of your truck driver

The truck driver must use the AWDF in good manners and not to mishandle the AWDF. Upon discharging the waste, the truck driver must ensure that the areas are washed and in a clean condition.

1.3 Charges

The charges for the aircraft toilet waste services are based on per usage and as shown in Schedule 3.

**K. AIRPORT SERVICES AND FACILITIES: EQUIPMENT AND MOTOR VEHICLES CONDITIONS**

**Terms**

1.1 Permits

All equipment and vehicles owned and/or operated by you, your employees, agents and/or contractors at the Designated Airports must at all times have valid permits issued by any relevant authority or us.

1.2 Maintenance

Your equipment and vehicles must be regularly maintained and serviceable and you must take necessary precautions to avoid oil, fuel, or hydraulic fluid spillage.

1.3 Parking

Your equipment and vehicles must be parked at the designated areas and operated within the boundaries of its use.

1.4 Skilful and Competent operator or driver.

The operator and/or driver of your equipment and vehicles must be properly trained to operate the said equipment or drive the said vehicle or any equipment or vehicle of the same category or nature.

1.5. Driving license & airside driving permit

The operator and/or driver of the equipment or vehicles must possess a valid national driving license issued by Road Transport Department, Malaysia and a valid airside-driving permit issued by us.

1.6 Airport traffic rules

You must ensure that all appropriate licenses and registrations are maintained in compliance with our airside driving rules and vehicle registration requirements as notified by us from time to time.

1.7 Breach of the airport traffic rules

If any equipment or vehicle owned and operated by you are found to be in breach of any airport traffic rules and regulations, we will exercise any or the combination of any or all of the following: -

- (a) give a verbal or written warning to the operator and/or driver;
- (b) compound the operator and/or driver;
- (c) confiscate the operator and/or driver's driving permit;
- (d) confiscate the offending equipment or vehicle if to our reasonable opinion that the offending equipment or vehicle has committed an infringement reasonably regarded as dangerous to other users; and

We will notify you if your employee's driving permit, your equipment or your vehicle is confiscated. We will immediately release any confiscated airside driving permit, equipment or vehicle upon our issuance of warning to the operator or driver, or upon instruction of the enforcement authority.

- 1.8 Airside Driving Permit and Airside Vehicle Permits  
Issuance of the airside driving permit and airside vehicle permit is subject to the terms and conditions set out in the CAA, MAVCOM Act, Regulations and this Schedule.
- 1.9 Fees  
You must pay the fees as set out in Schedule 3 for the issuance of the airside driving permit and airside vehicle permit.
- 1.10 Renewal of Permits  
You must apply for the renewal of any expired airside driving permit, airside vehicle permit, buggy driving permit and buggy equipment permit by submitting to us completed application forms and the prescribed fee.
- 1.11 Usage of Buggy (Where Applicable)  
You must comply with the terms and conditions set out in this paragraph K (where applicable) while operating the buggy.
- 1.12 Fees  
You must pay the fees as set out in Schedule 3 for the issuance of the buggy driving permit and buggy equipment permit.

## **L. AIRPORT SERVICES AND FACILITIES: COUNTERS AND GATES**

### **Terms**

- 1.1 Allocation  
We will allocate to you with Counters (as defined under Paragraph “M” herein below). The number of Counters and their position will be subject to availability.
- 1.2 Cleanliness  
You must ensure that each Counter and the area surrounding it, are at all times in a tidy and clean condition. No foods and drinks are allowed to be placed at the Counters. You must remove your own equipment and stationery at the end of a period of use. Rubbish (including bag tags, used bag tags and bag tag bar log paper) must be put into the bins provided and must not be dropped on conveyor belt or left on conveyor belt. If you do not comply with this requirement to our reasonable satisfaction, we will clean the Counter and surrounding area at your expense.
- 1.3 Security  
You must take all reasonable precautions when using each Counter to prevent unauthorized entry into the Counter area and the counter conveyor during such times you are operating the Counter.
- 1.4 Leaving Counters  
When leaving a Counter, whether temporarily or at the end of your use, you must leave each Counter in a secure and clean condition. The last employee or agent at a Counter must ensure that all Common Use Terminal Equipment (CUTE) are logged off, and that the security barriers over the weight scale and between the Counters are closed.
- 1.5 Charges  
The charges for the Counters are as set out in Schedule 3.

1.6 Unavailability of Counters

If:

- (a) any damage to the Counter; or
- (b) any breakdown in Our Equipment; or
- (c) any breakdown or non-supply of Counter equipment,

occur, then we will use our best endeavours to provide substitute Counter for your use. If we cannot provide substitute Counter to you then we will not charge you for the Counter allocated to you which are unable to be used.

1.7 Your obligations

You must pay us for any repairs to the Counter, Our Equipment or any other property related to the Counter due to misuse or damage by you, your employees, agents or contractors.

1.8 Our obligations

We will repair and maintain the Counter and Our Equipment at our own expense in circumstances other than set out in paragraph L-1.7 above.

1.9 Responsibility for employees, agents and contractor

You are responsible for the conduct of your employees, agents and contractor. You must ensure they observe the terms and conditions in the Schedule and these Conditions of Use.

1.10 Check In Counters Equipment

The Check in Counters will be equipped with the following equipment and facilities: -

- (a) FIDS
- (b) Baggage Weighting Scales
- (c) Common Use Terminal Equipment and associated printers (Where Applicable)
- (d) Baggage tubs (Where Applicable)
- (e) Conveyor for acceptance, labelling and collection of Baggage for purposes of screening and loading Baggage onto aircrafts
- (f) Telephone
- (g) Desk furniture for use by counter staff

1.11 Manning Check in Counters

You must ensure that all Check in Counters allocated to you are manned by your employees and/or agents for smooth and efficient passengers processing. If you do not comply with this requirement, we reserve the right to reduce the numbers of Check in Counters allocated to you based on the average of check in counter used by you in the previous month.

1.12 Queueing Time

You must ensure that the passenger queueing time does not exceed 10 minutes.

1.13 Lock of Departure Gates

You must lock back the gates after each use.

1.14 Operation of Departure Gates

You must use the boarding gate control panel when opening or closing the gates.

1.15 Change of Departure Gates

If a change of gate is required, we will inform you of such changes via announcement by public address system or display in FIDS.

**M. AIRPORT SERVICES AND FACILITIES: COUNTER EQUIPMENT AND OUR EQUIPMENT**

**Terms**

1.1 Ownership of Counter Equipment

The Counter equipment, other than Our Equipment, remains the property of the owner of that equipment or the person entitled to ownership of that equipment under any agreement to the contrary between the airline and the supplier.

1.2 Proper Care

You must take care all Counter equipment including Our Equipment provided and installed at the Counters and you must follow our reasonable directions for its use. You must not remove our equipment from original position and/or modify our equipment.

1.3 Repairs of Our Equipment

You must notify us immediately if any of Our Equipment is not in a working order or has been damaged. We will repair Our Equipment as quickly as practicable. You must not allow any person except our employees, contractors or agents to repair the equipment.

1.4 Exclusive Use of Common Use Terminal Equipment

Unless we agree otherwise in writing, you must use Common Use Terminal Equipment provided and installed by us or our appointed concessionaire.

1.5 Charges

The charges for the use of the Common Use Terminal Equipment shall be as prescribed in Schedule 3.

1.6 Meaning of words in Paragraphs "L" and "M"

"Counters" shall collectively means and include the following: -

- (a) Check In Counters;
- (b) Transfer counters; and
- (c) Departure Counters;

"Our Equipment" means any equipment and facilities (including without limitation Counters and Baggage Handling System [BHS]/ In-Line Hold Baggage System [ILHBS]) owned by us or supplied by us under these Conditions of Use but do not include the equipment or facilities supplied by the airlines or aircraft operator or a third party.

**N. AIRPORT SERVICES AND FACILITIES: BAGGAGE TUBS (WHEREVER APPLICABLE)**

**Terms**

**1.1 Baggage Tubs (Wherever Applicable)**

Baggage Tubs will be provided at the Designated Airport using ILHBS System. The collection and distribution of Baggage Tubs will be under our responsibilities. You must ensure that all Baggage which are required to be placed in the Baggage Tubs, are placed correctly and properly.

**1.2 One Baggage**

Only one Baggage item must be placed in each Baggage tub.

**1.3 Placement of Baggage**

Baggage must not be placed side-by-side (or overlapping) on either the Weighing Scale or Check-In Conveyor.

**1.4 Take away conveyor (Wherever Applicable)**

At each check-in position Baggage shall be introduced to the take away conveyor via automatic induction sequence and must not be manually loaded onto the take away conveyor.

**1.5 Weighing Scale and Check-In Conveyor**

Only one (1) Baggage item at a time must be placed on the Weighing Scale or Check-in Conveyor. Under safety standard, the allowable weight for one (1) baggage is limited to 32kg only.

**1.6 Collecting Conveyor (Wherever Applicable)**

At each check-in counter, the checked-in baggage will be transferred from Check-In Conveyor to the Collecting Conveyor. You must not load the baggage manually onto the Collecting Conveyor.

**1.7 Performance Specifications – Baggage Dimension and Allowable Weight**

Type	Length	Width	Height	Maximum Weight (per item)	Handled through/by
<b>Standard Gauge Baggage</b>	450mm – 900mm	150mm – 300mm	400mm - 750mm	50kg	Conveyor System
<b>Out-Of-Gauge (OOG) Baggage (Conveyable)</b>	901mm – 2500mm	301mm – 600mm	751mm – 1500mm	90kg	OOG Conveyor System (if applicable) / service elevator or handled manually
<b>Out-Of-Gauge (OOG) Baggage (Non-Conveyable)</b>	2501mm – 3500mm	601mm – 1500mm	1501mm – 3000mm	150kg	Service elevator or handled manually

**1.8 OOG Baggage**

OOG Baggage which exceeds the OOG dimensions and weight set out in Paragraph N-1.7 above will be handled as follows:-



- (a) OOG Baggage which falls within the “OOG Conveyable” category will be handled by using OOG Conveyor System OR handled manually / using service elevator;
- (b) OOG Baggage which falls within the “OOG Non-Conveyable” category, MUST be handled manually or by using service elevator;
- (c) Rejected baggage/items during check-in shall be handled as freight cargo.

1.9 Baggage screening

All Baggage must go through the appropriate security screening process prior to uploading the Baggage in any aircraft.

1.10 Types of Baggage Identification Tags

Baggage Identification Tags should be a 10-digit IATA license plate bar.

1.11 Format Baggage Identification Tags

Bar coded Baggage tags must comply with applicable recommendations of IATA baggage working groups and must be in accordance with any additional requirements notified by us. Bar code printers shall be maintained so as to produce tags complying with the specifications and requirements detailed by us.

1.12 Attachment

- (a) All previously applied machine-readable destination bag tags shall be removed prior to check-in.
- (b) Tag application shall be such that there is no creasing or damage to the bar codes and such that bar coded sections of the tag are visible.
- (c) When bags are placed in tubs the bar coded tag must be presented so it is visible from above and is not obscured by tub base or sides.

1.13 Hand Luggage

You must take necessary measures to check the hand luggage.

1.14 Tagged Hand Luggage

The hand luggage must be properly tagged with airline cabin control.

1.15 Limitation to Carry Hand Luggage

You must ensure that your passenger bring only one (1) piece hand luggage onboard the aircraft. If you allow more than one (1) piece hand luggage, you must issue a yellow tag to each additional hand luggage.

**O. AIRPORT SERVICES AND FACILITIES: INFORMATION**

**Terms**

1.1 Public Address Facility (“PA Facility”)

We will provide a PA Facility throughout the Terminal Building.

1.2 Our directions about the PA Facility

You must comply with our reasonable directions concerning the use of the PA Facility.

- 1.3 Your use of the PA Facility  
You must use the PA Facility with reasonable care and, without limitation, you must restrict your announcements to whatever is operationally required.
- 1.4 Flight Information Display System (“FIDS”) and Baggage Information Display System (“BIDS”)(Wherever Applicable)  
We will provide the FIDS and BIDS that provide the information display systems at locations determined by us.
- 1.5 Additional FIDS and BIDS  
We may install additional FIDS and/or BIDS display panels to private areas nominated by you provided you pay the capital cost of installing the connection the cost of the displayed devices and maintenance costs.
- 1.6 Information Counter  
We will provide adequate information counters at the Terminal Building.
- 1.7 Accurate Information  
You must ensure that the information given and displayed on FIDS and BIDS is current and accurate.
- 1.8 Your warranty in relation to information  
The necessary data to generate your logo and other material in FIDS and BIDS remains your property. You warrant that you hold copyright in that logo and that your use of the logo and other material does not breach anyone else’s copyright or other intellectual property right.

**P. AIRPORT SERVICES AND FACILITIES: BAGGAGE HANDLING SYSTEM (“BHS”)/IN-LINE HOLD BAGGAGE SCREENING SYSTEM (ILHBS) (WHICHEVER APPLICABLE)**

**Terms**

- 1.1 BHS  
We will provide and maintain the BHS or ILHBS for the Designated Airports. *(Wherever Applicable)*.
- 1.1 A Wifi Connectivity (Wherever Applicable)  
We will provide Wifi connectivity at BHS or ILHBS ramp area for Baggage Reconciliation System (“BRS”). The Baggage Reconciliation System is provided by your vendor.
- 1.2 Responsibilities  
You shall be responsible for the performance of the following BHS facilities: -  
(a) transfer of OOG Baggage;  
(b) overflow clearing; and  
(c) management and clearance of rummage chute.
- 1.3 Use of the BHS/ILHBS  
You must comply with the BHS/ILHBS performance specification detailed in Paragraph N-1.7 above and any reasonable variation to those requirements as notified to you by us in writing. We may make rules from time to time about the use of the BHS/ILHBS and you must comply with those rules.

- 1.4 No interference with BHS/ILHBS  
You must not do anything which may adversely affect the efficiency of the BHS/ILHBS.
- 1.5 Not to damage or tamper with BHS/ILHBS  
You must not act or cause to change or tamper with or vandalize the BHS/ILHBS in any way which is detrimental to the performance of BHS or the efficient operation of BHS and smooth operations of the Designated Airports.
- 1.6 Due Care  
You and your employees and agents must exercise due care and concern while using and handling the equipment in loading and unloading Baggage and/or from the BHS and must comply with the operational manuals and standard operation procedures in relation thereto.
- 1.7 Loading of First Baggage and Last Baggage (Wherever Applicable)  
You must ensure to press “Start” and “Finish” buttons at the breakdown conveyor before loading of the first baggage and after loading the last baggage respectively
- 1.8 Baggage Reconciliation Facility  
You must use the Baggage Reconciliation Facility to reconcile the actual Baggage with boarding passenger.
- 1.9 Baggage Tracing and Retrieval  
You must perform Baggage tracing and retrieval with the proper follow up action including without limitation in the case of missing Baggage, damage Baggage, pilfered Baggage and no-show Passenger (passenger who did not turn up but whose Baggage has been checked-in).
- 1.10 Container Dollies  
You must ensure that adequate container dollies and ground service and loading equipment are made available for loading and unloading of Baggage. You must also ensure that the Flight Load Handling Time (including handling time for wide and narrow body aircraft) contained in the operational manual of the ground handler is complied with.
- 1.11 Damaged dollies or oversized container carriers  
All ground services and loading equipment used must be properly built with all safety features and conform to specification given by us. You are not allowed to use damaged dollies or oversized container carriers without our prior approval.
- 1.12 Positioning of the Loading Equipment  
All aircraft cargo holds are closed five (5) minutes before Standard Time Departure (“STD”) with the loading equipment on the standby until departure of the aircraft. You must ensure the proper positioning of the loading equipment within one (1) minute of the Actual Time Arrival (“ATA”).
- 1.13 Mishandled Baggage  
All mishandled Baggage must be re-tagged and forwarded to the contracted destination.
- 1.14 Your Obligations  
You must ensure that: -
- (a) the Baggage are correctly tagged to the final destination and Baggage Identification Tag properly and accurately issued to the passenger in respect of the Baggage;

- (b) the particulars of the number of Baggage and weight of the Baggage are entered and correctly printed on the Baggage Identification Tag; and
- (c) in respect of the BRS handheld scanner (*Wherever Applicable*):
  - 1. you have to ensure that the BRS handheld scanner are available and sufficiently provided to your employees and the same are in good working conditions;
  - 2. your employees have appropriate training to handle the BRS handheld scanner;
  - 3. they are used at the designated BHS ramp area only; and
  - 4. that your employees do not misuse and/or cause any damage to the BRS handheld scanner;
- (d) the delivery of the Arrival Baggage from on-chock to breakdown conveyor are as per the agreed On-Time Performance ("OTP") (*Wherever Applicable*). We shall notify you on the agreed OTP accordingly;
- (e) the Baggage Source Message ("BSM") is sent from your host to BHS on time (before baggage reaches Autobarcode Reader) in order to ensure the automation of check in baggage reaches its destination at the designated make-up chute (*Wherever Applicable*);
- (f) any new or added changes in BSM elements by your host/Departure Control System ("DCS") must be informed to us and tested towards BHS environment (*Wherever Applicable*);
- (g) you must do the scanning of the departure baggage for reconciliation purpose using BRS handheld scanner (*Wherever Applicable*); and
- (h) in the event that we enforce the agreed OTP, you are required to comply with the said OTP.

1.15 Baggage Reclaim Area

You must ensure that the counter or office for reports of missing Baggage at the Baggage Reclaim Area as determined by us, is prominently identified for passengers to locate, adequately manned during operational hours and prominently indicate the airline which is handled or represented by the ground handler.

1.16 Problems and Complaint

You must assign personnel at the Baggage Reclaim Area at all times to attend to passenger problems and complaints.

1.17 Uncollected Arrival Baggage

You are required to manage and/or remove the uncollected arrival Baggage on the Baggage carousel to avoid system congestion and delayed Baggage delivery.

1.18 Meaning of the words in Paragraphs "N", "P" and other Paragraphs (*where applicable*).

"Baggage" means such articles, effects and other property of the passenger for his wear, use, comfort or convenience in connection with the trip via the aircraft on which the passenger is carried or to be carried.

"Baggage Identification Tag" means the baggage tag which is attached to the passenger's Checked-in Baggage containing inter alia the airline's name and logo, the passenger's first name and surname, the

Passenger Name Record, the flight number, the flight destination and the numbers and weight of the Passenger's Checked-in Baggage.

"Baggage Handling System" or "BHS" means the system installed and operated for the conveyance of Checked-in Baggage for departing, arrival and transfer processes at the Designated Airports and includes the equipment thereof.

**Q. AIRPORT SERVICES AND FACILITIES: TRACK TRANSIT SYSTEM (NOT APPLICABLE) & PEOPLE MOVER**

**Terms**

- 1.1 Track Transit System (Not Applicable)  
We will provide track transit system for shuttling passengers between Contact Pier and Satellite A Building. In the event the track transit system is unserviceable or insufficient or otherwise unavailable for use, we will notify you of such unserviceability and provide an alternative means for shuttling passenger.
- 1.2 Our directions about the track transit system (Not Applicable)  
You must comply with our reasonable directions concerning the use of the track transit system.
- 1.3 People Mover Systems (Wherever Applicable)  
We will provide elevators, escalators and/or travellers facilities (whichever applicable) at Designated Airports. You must not use and ensure that your employee, agents and contractor do not use the People Mover Systems to transport your administrative and operational goods and/or items.
- 1.4 Goods Lifts (Wherever Applicable)  
We will provide Goods Lifts for you to transport goods and/or items.
- 1.5 Not to damage or tamper with People Mover Systems and Goods Lifts  
You must not act or tamper with or vandalize the People Mover Systems and Goods Lifts in any way which is detrimental to the performance of the People Mover Systems and Goods Lifts or the efficient operation of the People Mover Systems and Goods Lifts and smooth operations of the Designated Airports.

**R. AIRPORT SERVICES AND FACILITIES: SECURITY & SECURITY SERVICES**

**Terms**

- 1.1 Airport passes  
You must ensure that your employees and agents wear the airport security passes showing their name and (if applicable) their position while they are operating on the Apron and that they will comply with all reasonable directions given to you by us or by any other lawful authority.
- 1.2 Fees for airport passes  
You must pay the fee as set out in Schedule 3 for the issuance of the airport pass.

- 1.3 Prohibition on conducting unaccompanied Baggage operations  
You must not use any counter or the BHS/ILHBS to accept from any person, Baggage or cargo for transportation and distribution Baggage which is being sent as unaccompanied Baggage or cargo.
- 1.4 Passenger and hand- luggage screening  
All passengers and their hand- luggage must undergo appropriate security screening prior to entering any sterile area. For purposes of this paragraph, “sterile area” shall mean areas in the Designated Airports access to which shall require prior mandatory security screening of the person and their property.
- 1.5 Baggage Screening  
Only Baggage checked in by your ticketed passengers at authorized locations will be allowed into the BHS/ILHBS. All checked Baggage will have to undergo mandatory security screening upon entry into the BHS/ILHBS.
- 1.6 Random Searches  
We may require your passengers, their hand luggage and Baggage to undergo random manual screening as an added to measure of security.
- 1.7 We will provide Security Services  
Subject to your request and the availability of our security staff, we will provide to you the following security services (“Security Services”) on the terms and conditions of this Schedule, these Conditions of Use and other document (if any) upon your request.
- Baggage Escort  
To escort all Baggage that have been checked in after security checks from the sorting area to the aircraft to ensure that no Baggage is being tampered with or any items added into them while en route to the aircraft.
  - Baggage Surveillance (Baggage Sorting Area)  
To ensure that no Baggage is being tampered with or any item added into them.
  - Baggage Reconciliation (for Interline and Joining Passengers)  
To ensure all Baggage accepted for the flight are tallied.
  - Handling of Diplomatic Mail/Precious Goods  
To escort all diplomatic mail/precious goods from the aircraft to the warehouse and vice versa.
  - Baggage Identification  
To ensure that all passengers physically identify and tally their Baggage claim tags against their checked Baggage Identification Tags before loading into the aircraft.
  - Catering Security  
To check and seal catering uplifts and to escort them from the Cabin Services Building to the aircraft for loading.
  - Hold Guards  
To maintain continuous security surveillance on checked Baggage, cargo and stores at the aircraft’s site until the hold is closed.

- Aero-Bridge/Step Guard  
To guard the aerobridge/aircraft steps respectively to prevent unauthorized access into the aircraft.
- Ramp Guard  
To guard the aircraft while it is on the ground to prevent unauthorized persons from getting near it and keeping surveillance of workers on or near the aircraft to deter conspiracy.
- General Cabin Surveillance  
To conduct surveillance of work done in the cabin and to remain on board until the aircraft departs on a normal turn around period of one hour.
- Aircraft Guard  
To ensure the security of the aircraft parked overnight or undergoing repair at the Apron.
- Handling of Risk Items  
To convey Risk Items retrieved at the security checkpoints from the departing passengers to the aircraft on which the passenger is travelling and to take custody of arriving Risk Items from the aircraft and restoring them to the rightful passengers. For the purpose of these Conditions of Use, "Risk Items" shall mean items, which deem by the laws of Malaysia as weapons (including firearms).
- Valuable Cargo Armed Escort  
To guard and escort all valuable cargo from the aircraft to the warehouse and vice versa.
- Armed Guard (Over and above other services)  
To provide security guards with arms while escorting or performing other duties.
- Checking Passports  
To check the passports and boarding passes of passengers at the entrances of holding lounges and to ensure that they possess valid travel documents.
- Interline Baggage Screening  
To screen all Baggage and ensure that they are safe before loading into an aircraft.
- Aircraft Bomb Search  
To conduct external and internal aircraft search when an aircraft is under threat.
- Crowd Control at the Check-In Counters  
To conduct crowd control duties at the check-in counters.
- VIP Escort  
To provide escort for VIPs from the airport terminal building to the aircraft and vice versa.
- Parcel/ Cargo Consignment/Courier Screening
- Cargo Screening
- Other Security Services  
Any other security services, which we are able to provide

- 1.8 Provisions of Security Services  
We will provide the Security Services for all scheduled and unscheduled flights, departures and arrivals and joint services between you and other airlines (if any).
- 1.9 Request for Service  
If you require any of the Security Services, you must immediately inform and provide our Security Division with the estimated time of arrival/departure of the flights.
- 1.10 Charges  
For the Security Services rendered, you must pay us the amount as prescribed in Schedule 3.
- 1.11 Manifest of valuable goods/cargo/items  
You must notify and provide us with the relevant manifest for valuable goods/cargo/items that requires our Security Services. We agree that we will not enter into any aircraft without your/the aircraft operator's consent and no items not listed in the manifest may be uplifted into any aircraft without the aircraft operator's prior consent. In the event risk items and/or dangerous goods are to be uplifted into any aircraft, we will not do so without the prior approval of your representative or the representative of the aircraft's operator.
- 1.12 Availability of your employees at the Gate Screening  
You must ensure that your employees and/or agents are available at the respective Gate Screening within reasonable time prior to Estimated Time of Departure ("ETD").
- 1.13 No interference  
You must ensure that your employees, agents and contractors do not interfere or distract our security screening process.
- 1.14 Passenger Presence  
You must advise your passengers to be present at the Gate Screening within reasonable time prior to the Estimated Time of Departure ("ETD").
- 1.15 Compliance with all rules  
You must at all times, observe and conform to all the rules, regulations, directions and procedures which we may make from time to time for the operation, management, maintenance, security and protection of the Designated Airports and at all times ensure that all your employees, agents and contractors do observe and conform to all such rules, regulations and directions.

## **S. AIRPORT SERVICES AND FACILITIES: AIRPORT FIRE & RESCUE SERVICE**

### **Terms**

- 1.1 We will provide Airport Fire & Rescue Service  
Subject to your request and the availability of airport fire & rescue staff, we will provide to you the following airport fire & rescue services ("Airport Fire & Rescue Service") on the terms and conditions of this Schedule and these Conditions of Use upon your request:
- Welding work  
To provide fire fighter only or with water tender on standby at the site for the duration of the welding work



- Escorting vehicle without flame arrestor  
To provide escort for any vehicle that need to enter the airside without flame arrestor
- Hazardous material standby  
To provide appropriate fire tender, equipment and manpower to standby for any eventuality.
- Fuel and other spillages  
To provide appropriate fire tender/water tender to wash Jet A 1 Fuel, hydraulic, diesel and other spillages.
- Firefighting demonstrations and lectures  
To conduct lecture/training and demonstration
- Supplying water, cleaning and pumping works  
To supply water from airport fire & rescue service's vehicle for the purpose of utilities, cleaning and pumping works.
- Fire safety standby  
To provide fire fighter only or with appropriate fire tender on standby for fire safety purposes.
- Other services  
Any other services required which we are able to provide.

1.2 Request for Service

If you require any of the Airport Fire & Rescue Services, you must immediately inform us.

1.3 Charges

For the services rendered, you must pay us the amount as prescribed in Schedule 3.

**T. AIRPORT SERVICES AND FACILITIES: DATA NETWORK CONNECTION (Wherever Applicable)**

**Terms**

1.1 Data Network Connection

We will provide data network connection including connection port(s) up to cable patch panel.

1.2 Charges

You must pay the charges as set out in Schedule 3 for the usage of data network connection.

**U. AIRPORT SERVICES AND FACILITIES: PABX CONNECTION**

**Terms**

1.1 PABX Connection

We will provide PABX Connection for connection up to cable patch panel.

1.2 Exclusive Use

Unless we agree otherwise in writing, you must exclusively use our PABX connection.

1.3 Charges

You must pay the charges as set out in Schedule 3 for the usage of PABX connection.

**V. AIRPORT SERVICES AND FACILITIES: TETRA DIGITAL TRUNKED RADIO SYSTEM (Wherever Applicable)**

**Terms**

1.1 Tetra Digital Trunked Radio System

We will provide Tetra Digital Trunked Radio System

1.2 Charges

You must pay the charges as set out in Schedule 3 for the usage of Tetra Digital Trunked Radio System.

**W. AIRPORT SERVICES AND FACILITIES: DIRECT LINES/FACSIMILE/LEASED LINES**

**Terms**

1.1 Your obligations

You are responsible to obtain from the telecommunication providers the direct lines/facsimile/leased lines.

**X. STAFF WASHROOM**

1.1 Washrooms

We will provide clean and serviceable dedicated staff washrooms at ramp and terminal. If any of the staff washroom is not serviceable, we will notify you accordingly.

1.2 Cleaning Services

We will provide cleaning services as scheduled to all dedicated staff washroom.

1.3 Your obligations

You are required to:-

- (a) educate and promote toilet ethics to all employees, agents and contractors as per the Code of Ethics to be provided by us;
- (b) ensure all employees, agents and contractors do not vandalize, misuse and/or cause any damage to the washroom facilities; and
- (c) comply with the Code of Ethics.

**Y. SIGNAGE**

1.1 Our obligation

We will provide sufficient directive and informative signage at the Designated Airports for the airport users.

1.2 Your obligations

- (a) You must not place any airlines commercial/promotional signage;
- (b) You must obtain our approval before placing any airline informative signages and if approved, the signage must comply with our signage guidelines.

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**SCHEDULE 3  
AIRPORT CHARGES**

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges		Remarks
1.	Landing**	B.1.3	<b><u>Maximum certificated take off mass</u></b>	<b><u>Rate for Single Landing ("Landing Charge")</u></b>	<p>An additional charge equivalent to one half of the Landing Charge but subject to a minimum of RM150 ("Additional Charge") shall be payable: -</p> <p>a) in respect of any landing except in an emergency, outside the notified aerodrome hours of operation; or</p> <p>b) in respect of any take-off outside the notified aerodrome hours of operation other than a take-off within 1 hour of landing outside such notified aerodrome hours of operation</p> <p>In the event of a cancellation of a proposed movement outside the notified aerodrome hours of operation, the Additional Charge shall be payable unless notice of the cancellation is received by the Director General and us, not less than 2 hours before the notified closing time of hours of operation.</p> <p>In the event that the Airport has been</p>
			0- 5,000 kilogrammes	RM3.90 for every kilogrammes or part of every kilogrammes	
			5,001 - 45,000 kilogrammes	RM39.00 plus RM5.20 for every 500 kilogrammes or part of every 500 kilogrammes in excess of 5,000 kilogrammes	
			45,001 - 90,000 kilogrammes	RM455.00 plus RM6.10 for every 500 kilogrammes or part of every 500 kilogrammes in excess of 45,000 kilogrammes	
			90,001 - 135,000 kilogrammes	RM1,004.00 plus RM6.90 for every 500 kilogrammes or part of every 500 kilogrammes in excess of 90,000 kilogrammes	
			135,001 kilogrammes or more	RM1,625.00 plus RM7.40 for every 500 kilogrammes or part of every 500 kilogrammes in excess of 135,000 kilogrammes	
			Exemptions:		
<ol style="list-style-type: none"> <li>1. Any official aircraft of the Federal Government or Government of any state in Malaysia, including a military aircraft;</li> <li>2. Any official aircraft of Heads of State, Ministers and other dignitaries visiting Malaysia as state guests on the basis of reciprocity;</li> <li>3. Any aircraft engaged in search and rescue operations;</li> <li>4. Any aircraft which is required to return to the airport of departure or to an alternate airport due to circumstances beyond the control of the operator such as malfunctioning of the aircraft equipment or closure of the destination airport after the departure of the aircraft;</li> </ol>					

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges		Remarks
			5. Any aircraft engaged in a test flight provided that:- <ul style="list-style-type: none"> <li>(i) such flight terminates at the airport of departure and is undertaken solely for the purpose of testing the aircraft or its instruments; and</li> <li>(ii) before the flight, the operator of the aircraft has notified the aerodrome operator of the intended flight and shall satisfy the aerodrome operator of the genuineness of, and the need for, the flight; or</li> </ul> 6. Such other aircraft or classes of aircrafts as the Commission may approve.		requested to be available for use as an alternate outside its hours of operation, a charge equivalent to 25% of the Landing Charge but subject to a minimum charge of RM150 shall be payable for every 3 hours or part of every 3 hours during which such airport is made available for this purpose.
2.	Housing and Parking **	C.1.5	For each period of 12 hours or any part of 12 hours and for the space occupied 10 square metres or any part of 10 square metres	RM1.00	<ul style="list-style-type: none"> <li>• “space occupied” means:               <ul style="list-style-type: none"> <li>a) for aircraft – the product of the span of the aircraft and its maximum length; or</li> <li>b) for helicopter – the product of the unfolded rotors span and the maximum length of the fuselage and all attachments thereto.</li> </ul> </li> <li>• first 3 hours of parking – Free</li> <li>• Parking time of an aircraft shall be from the time of landing until the time of take-off.</li> </ul>
Parking charge per 10 square metres or any part of 10 square metres	RM0.82				

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges			Remarks
			<p><b>Exemptions:</b></p> <ul style="list-style-type: none"> <li>a) any official aircraft of the Federal Government or Government of any state in Malaysia including military aircrafts;</li> <li>b) Any aircraft engaged in search and rescue operations;</li> <li>c) Any aircraft which are parked or housed in any hangars owned or operated by the Director General; and</li> <li>d) Any official aircrafts of Head of States, Ministers and other dignitaries visiting Malaysia as state guests on the basis of reciprocity for visits up to a period of 48 hours.</li> </ul>			
3.	Passenger Service Charges**		<i>From</i>	<i>To</i>	<b>RM</b>	
			All domestic airports	All domestic destinations	<b>8.00</b>	
			All domestic airports	All destination within ASEAN.	<b>29.00</b>	
			All domestic airports	All international destinations except ASEAN.	<b>67.00</b>	
			<p><b>Exemptions:</b></p> <ol style="list-style-type: none"> <li>1. A passenger in direct transit that is proceeding on the same flight or who is not cleared to leave the airport area authorized for use of transit passengers, or who has been involuntarily delayed or transferred to the next available service to his point of disembarkation, due to weather or aircraft unserviceability causes</li> <li>2. The crew of the aircraft</li> <li>3. An infant below the age of two years</li> <li>4. Heads of State, Ministers and other dignitaries visiting Malaysia as state guests</li> <li>5. Such airports and in respect of such other person or persons as the Commission may from time to time specify.</li> </ol>			

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges		Remarks
4	Security Charges **		For each passenger proceeding to a destination within Malaysia	RM3.00	
			For each passenger proceeding to any place outside Malaysia	RM6.00	
			<b>Exemptions:</b> <ol style="list-style-type: none"> <li>1. A passenger in direct transit that is proceeding on the same flight or who is not cleared to leave the airport area authorized for use of transit passengers, or who has been involuntarily delayed or transferred to the next available service to his point of disembarkation, due to weather or aircraft unserviceability causes</li> <li>2. The crew of the aircraft</li> <li>3. An infant below the age of two years</li> <li>4. Heads of State, Ministers and other dignitaries visiting Malaysia as state guests</li> <li>5. Such airports and in respect of such other persons as the Commission may from time to time specify.</li> </ol>		
5	PBB	D.1.10	First three (3) hours or part thereof	RM85.00	
			Each subsequent hour or part thereof	RM30.00	
6	PBB Mounted Equipment a. Ground Power Unit	F.1.11	All aircrafts RM16.00 kWh		
	b.Precon-ditioned air unit		<u>Types of Aircraft</u> DC10 and above (large)	<u>Charges</u> For first 75 minutes or part thereof RM300.00 RM150.00 per 30 minutes or part thereof for each subsequent 30 minutes	
			B757 category (med)	RM200.00 for first 75 minutes or part thereof RM100.00 per 30 minutes or part thereof for each subsequent 30 minutes	
			B737 and below	RM145.00 for first 75 minutes or part thereof RM73.00 per 30 minutes or part thereof for each subsequent 30 minutes	

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges		Remarks
7.	AI cleaning Waste Management	I.1	<u>Description</u> Pulling, compacting and disposing to approved landfill for closed top container.	<u>Unit Rate/Container</u> RM 220.00	
8.	Aircraft Toilet Waste Management	J.1.3	<u>Description</u> Discharge of aircraft toilet waste into Aircraft Waste Disposal Facility (AWDF)	<u>Unit Rate/Trip</u> RM49.10	
9.	Airside Driving Permit **	K.1.9	RM30 per application		
10	Airside Vehicle Permits **	K.1.9	<u>Cubic Capacity of Vehicle</u>	<u>Rate per annum</u>	
			0- 1,000 cc	RM24.00	
			1,001 - 2,000 cc	RM48.00	
			2,001 - 3,000 cc	RM72.00	
			3,001 - 4,000 cc	RM96.00	
			4,001 - 5,000 cc	RM120.00	
			5,001 - 6,000 cc	RM144.00	
			6,001 - 7,000 cc	RM168.00	
			7,001 - 8,000 cc	RM192.00	
			8,001 - 9,000 cc	RM216.00	
			9,001 - 10,000 cc	RM240.00	
			10,001 -15,000 cc	RM300.00	
			15,001 - 16,000 cc	RM384.00	
	16,001 cc or more	RM400.00			
	Temporary Airside Vehicle Permit		RM5.00 per vehicle per day		
11	Check In Counters	L.1.5	<u>Description</u>	<u>Charges</u>	
			1 up to 30 passengers	RM26.00	
			31 up to 70 passengers	RM31.25	
			71 up to 130 passengers	RM36.50	
			131 up to 200 passengers	RM41.75	
			201 up to 300 passengers	RM47.00	
More than 300 passengers	RM57.50				



No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks
12.	Security Services  a. General Security, Aircraft Security and other Services	R.1.10	<p>Fee : RM A x B x C</p> <p><i>Where :</i></p> <p>A = Is the basic fee of RM25.00 / hour or part thereof per personnel which is deemed inclusive of all direct, indirect and incidental costs for the provision of each type of security service.</p> <p>* Additional fee of RM10.00 is imposed if the personnel is required to be equipped with a firearm.</p> <p>B = Is the agreed number of personnel assigned exclusively for the provision of each type of service.</p> <p>C = Is the total time taken by such personnel in providing the service</p> <p><u>Ad Hoc Security Services</u></p> <p><i>Where :</i></p> <p>A = Is the basic fee of RM50.00 / hour or part thereof per personnel which is deemed inclusive of all direct, indirect and incidental costs for the provision of each type of service as listed under Paragraph R.</p> <p>* Additional fee of RM20.00 is imposed if the personnel is required to be equipped with a firearm.</p> <p>B = Is the number of personnel assigned exclusively for the provision of each type of service.</p> <p>C = Is the total time taken by such personnel in providing the service.</p>	

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks
	b. Special Security Services Valuable cargo Armed Escort (Compulsory)		<p>Fee : <math>A \times B \times C</math></p> <p><i>Where :</i></p> <p>A = Is the basic fee of RM35.00 / hour or part thereof per personnel which is deemed inclusive of all direct , indirect and incidental costs for the provision of the service.</p> <p>B = Is the agreed number of personnel assigned exclusively for the provision of each type of service.</p> <p>*Minimum number of personnel required is two</p> <p>C = Is the total time taken by such personnel in providing the service</p> <p><u>Ad Hoc security services</u></p> <p><i>Where :</i></p> <p>A = Is the basic fee of RM70.00 / hour or part thereof per personnel which is deemed inclusive of all direct , indirect and incidental costs for the provision of the service.</p> <p>B = Is the number of personnel assigned exclusively for the provision of each type of service.</p> <p>* Minimum number of personnel required is two.</p> <p>C = Is the total time taken by such personnel in providing the service.</p>	
	Valuable Cargo Escort (requested by shipper / consignee / agent)		<p>RM70.00 for consignment less than 40kgs per airway bill. RM140.00 for consignment more than 40kgs per airway bill</p> <p><u>For Ad Hoc security Services</u> RM140.00 for consignment less than 40kgs per airway bill. RM280.00 for consignment more than 40kgs per airway bill.</p>	

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks
	Checking Passports		<p>RM100.00 per flight for carrying capacity of up to 150 passengers.</p> <p>RM200.00 per flight for carrying capacity of above 150 passenger</p> <p><u>For Ad Hoc Security Services</u> RM200.00 per flight for carrying capacity of up to 150 passengers.</p> <p>RM400.00 per flight for carrying capacity of above 150 passengers.</p>	
	Interline Baggage Screening		<p>RM200.00 per flight.</p> <p><u>For Ad Hoc Security Services</u> RM400.00 per flight.</p>	
	Aircraft Bomb Search – Compulsory		<p>Fee : A x B x C</p> <p><i>Where :</i></p> <p>A = Is the basic fee of RM25.00 / hour or part thereof per personnel which is deemed inclusive of all direct, indirect and incidental costs for the provision of the service.</p> <p>B = Is the agreed number of personnel assigned exclusively for the provision of each type of service.</p> <p>* Minimum number of personnel required for: -            Conventional Aircraft - 6            Wide Body Aircraft - 8</p> <p>C = Is the total time taken by such personnel in providing the service.            * For a minimum of 2 hours</p>	

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks										
			<p><u>For Ad Hoc Security Services</u></p> <p>Where :</p> <p>A = Is the basic fee of RM50.00 / hour or part thereof per personnel which is deemed inclusive of all direct , indirect and incidental costs for the provision of the service.</p> <p>B = Is the agreed number of personnel assigned exclusively for the provision of each type of service.</p> <p>* Minimum number of personnel required for:-</p> <table style="margin-left: 40px;"> <tr> <td>Conventional Aircraft</td> <td style="text-align: center;">-</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Wide Body Aircraft</td> <td style="text-align: center;">-</td> <td style="text-align: center;">8</td> </tr> </table> <p>C = Is the total time taken by such personnel in providing the service.</p> <p>* For a minimum of 2 hours.</p>	Conventional Aircraft	-	6	Wide Body Aircraft	-	8					
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	Risk Item Handling		RM 50.00 per item handling											
	Other Services		Calculated in accordance with the formula for General Security, Aircraft Security and other Services.											
	Airport Pass Charges**	R.1.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Category</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Airport Permanent Pass (2 years)</td> <td style="text-align: right;">RM25.00</td> </tr> <tr> <td>Airport provisional pass (1 year)</td> <td style="text-align: right;">RM20.00</td> </tr> <tr> <td>Airport visitor's pass (6 months)</td> <td style="text-align: right;">RM17.00</td> </tr> <tr> <td>Airport daily pass (1 day)</td> <td style="text-align: right;">RM2.00</td> </tr> </tbody> </table>	<u>Category</u>	<u>Rate</u>	Airport Permanent Pass (2 years)	RM25.00	Airport provisional pass (1 year)	RM20.00	Airport visitor's pass (6 months)	RM17.00	Airport daily pass (1 day)	RM2.00	
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	Airport Pass Replacement Charges**	R.1.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Loss recurrence</b></th> <th style="text-align: right;"><b>Rate</b></th> </tr> </thead> <tbody> <tr> <td>First loss</td> <td style="text-align: right;">RM50.00</td> </tr> <tr> <td>Second Loss</td> <td style="text-align: right;">RM80.00</td> </tr> <tr> <td>Third and Subsequent loss</td> <td style="text-align: right;">RM100.00</td> </tr> </tbody> </table>	<b>Loss recurrence</b>	<b>Rate</b>	First loss	RM50.00	Second Loss	RM80.00	Third and Subsequent loss	RM100.00			
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	Airport Pass Replacement Charges (due to damage)	R.1.2	RM15.00											

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges		Remarks	
13.	Airport Fire Rescue Services	S.1.3 & G1.4	(A) A Fire officer	RM60.00 per hour or part thereof		
			A Fire fighter	RM40.00 per hour or part thereof per person		
	Use of a Fire Vehicle		RM1,500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A) )			
	Hydraulic, diesel, and other spillages		RM500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))			
	Washing Jet A 1 Fuel Spillage		RM1500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))			
	Firefighting demonstration and lectures		Demonstrations	RM80.00 (not inclusive of charges as stipulated in Item 14 (A))		
			Use of fire extinguisher (dry powder/carbon dioxide)	RM35.00 per/extinguisher (not inclusive of charges as stipulated in Item 14 (A))		
			Use of petrol, kerosene etc	Cost plus 10%(not inclusive of charges as stipulated in Item 14 (A))		
	Use of aircraft rescue craft		To be notified by us			
	Standby refueling and defuelling		RM1,500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))			
Standby hot works/welding with water tender on standby		RM500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))				
Supplying water cleaning & pumping operation		RM500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))				

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks																																																										
	Fire safety standby		RM500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))																																																											
	Use of a water tender, CCV, Rescue Tender, TTL and ambulance		RM500.00 per hour or part thereof (not inclusive of charges as stipulated in Item 14 (A))																																																											
	Other services		At such rate as may be fixed by us																																																											
14	Data Network Connection	T.1.2	RM108.00 per data point per month																																																											
15.	PABX Connection	U.1.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b><u>Deposit</u></b></td> </tr> <tr> <td>1-10 lines</td> <td style="text-align: right;">RM300.00</td> </tr> <tr> <td>11-20 lines</td> <td style="text-align: right;">RM500.00</td> </tr> <tr> <td>21-50 lines</td> <td style="text-align: right;">RM1000.00</td> </tr> <tr> <td>51-100 lines</td> <td style="text-align: right;">RM2000.00</td> </tr> <tr> <td colspan="2"><b><u>Rental based on the category</u></b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b><u>Monthly</u></b></td> </tr> <tr> <td>First 20 lines (Category A, B &amp; C)</td> <td style="text-align: right;">RM32.00</td> </tr> <tr> <td>Next 30 lines (Category A, B &amp; C)</td> <td style="text-align: right;">RM30.00</td> </tr> <tr> <td>Next 150 lines (Category A, B &amp; C)</td> <td style="text-align: right;">RM28.00</td> </tr> <tr> <td>First 20 lines (Category D &amp; E)</td> <td style="text-align: right;">RM28.00</td> </tr> <tr> <td>Next 30 lines (Category D &amp; E)</td> <td style="text-align: right;">RM26.00</td> </tr> <tr> <td>Next 150 lines (Category D &amp; E)</td> <td style="text-align: right;">RM24.00</td> </tr> <tr> <td colspan="2"><b><u>Rental telephone set</u></b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b><u>Monthly</u></b></td> </tr> <tr> <td>Button 24DD</td> <td style="text-align: right;">RM15.00</td> </tr> <tr> <td>Button 16DD</td> <td style="text-align: right;">RM10.00</td> </tr> <tr> <td>Button 8DD</td> <td style="text-align: right;">RM8.00</td> </tr> <tr> <td>Analogue</td> <td style="text-align: right;">RM5.00</td> </tr> <tr> <td colspan="2"><b><u>Installation and other charges</u></b></td> </tr> <tr> <td>First Line</td> <td style="text-align: right;">RM50.00</td> </tr> <tr> <td>For every additional line</td> <td style="text-align: right;">RM10.00</td> </tr> <tr> <td>Reconnection</td> <td style="text-align: right;">RM15.00</td> </tr> <tr> <td>Detail billing printed</td> <td style="text-align: right;">RM4.00</td> </tr> <tr> <td>Programming</td> <td style="text-align: right;">RM5.00</td> </tr> <tr> <td>Change of location</td> <td style="text-align: right;">RM8.00</td> </tr> <tr> <td>Change of line type</td> <td style="text-align: right;">RM15.00</td> </tr> <tr> <td>Splitter</td> <td style="text-align: right;">RM200.00</td> </tr> <tr> <td>Line cord-2 metre</td> <td style="text-align: right;">RM8.00</td> </tr> </table>	<b><u>Deposit</u></b>		1-10 lines	RM300.00	11-20 lines	RM500.00	21-50 lines	RM1000.00	51-100 lines	RM2000.00	<b><u>Rental based on the category</u></b>			<b><u>Monthly</u></b>	First 20 lines (Category A, B & C)	RM32.00	Next 30 lines (Category A, B & C)	RM30.00	Next 150 lines (Category A, B & C)	RM28.00	First 20 lines (Category D & E)	RM28.00	Next 30 lines (Category D & E)	RM26.00	Next 150 lines (Category D & E)	RM24.00	<b><u>Rental telephone set</u></b>			<b><u>Monthly</u></b>	Button 24DD	RM15.00	Button 16DD	RM10.00	Button 8DD	RM8.00	Analogue	RM5.00	<b><u>Installation and other charges</u></b>		First Line	RM50.00	For every additional line	RM10.00	Reconnection	RM15.00	Detail billing printed	RM4.00	Programming	RM5.00	Change of location	RM8.00	Change of line type	RM15.00	Splitter	RM200.00	Line cord-2 metre	RM8.00	
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No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks
16.	Sweeping Charges	B.1.5	Fee : RM1000.00 per day (8 hours) (A) X B X C  <i>Where:</i> A = the basic fee of RM1000.00 per day max (8 hours) or part thereof per personnel per vehicle inclusive of all direct and indirect cost.  B= The number of sweeper truck assigned for this type of service.  C= The total number of days taken by such vehicle & personnel in providing the service.	
17	Vehicle escort	B.1.5	Fee : RM25.00 per trip (A) X B X C  <i>Where:</i> A = the basic rates of RM25.00 per trip or part thereof per personnel per vehicle inclusive of all direct and indirect cost.  B= The number of vehicles escorted for this type of service.  C= Total time taken by such vehicle & personnel in providing the service.	
18	Filming Escort on Runway or Taxiway	B 1.5	Fee : RM900.00 per escort per hour (A) X B X C  <i>Where:</i> A = The basic fee of RM900.00 per hour or part thereof per personnel per vehicle inclusive of all direct and indirect cost.  B= The number of vehicle escorted for this type of service.  C= Total time taken by such vehicle & personnel in providing the service.	

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks	
19	Aircraft Escort (Follow Me Services)	B 1.4	<p>Fee : RM1000.00 per escort. (A) X B</p> <p><i>Where:</i> A = The basic fee of RM1000.00 per escort or part thereof per personnel per vehicle inclusive of all direct and indirect cost. B= The number of vehicle escorted for this type of service.</p> <p><i>Exemptions:</i> 1. Departing or arriving aircraft encounter technical difficulties 2. Aircraft emergencies 3. Hijack or bomb threat aircraft 4. VVIP aircraft.</p>		
20	Buggy Driving Permit	K.12	RM30.00 per application per person		
21	Buggy Equipment Permit	K.12	RM24.00 per equipment per vehicle		
22	Tetra Digital Trunked Radio System (DTRS)	V.1.2	<b>Set up Rate/Radio (One Time Charges)</b>		
			Deposit (3 months access charges)		RM240.00
			Processing & Connection Fee (new application/per line)		RM65.00
			<b>Line/Radio (monthly)- Access Charges</b>		RM80.00
			<b>Service Rate/Radio (by case basis)</b>		
			Line reconnection fee (service provider)		RM50.00
			Line reconnection fee (customer)		RM20.00
			Line & software reprogramming fee		RM80.00
			Terminal health check		RM65.00
			Terminal standard repair (without parts)		RM300.00
Terminal radio rental service (monthly basis and strictly for project-based work)	RM300.00				
23	Common Use Terminal Equipment	M.1.5	As charged by our concessionaire		

Note:

The Airport Charges marked (\*\*) in Schedule 3 are subject to the **Malaysian Aviation Commission (Aviation Services Charges) Regulations 2016** ("MAVCOM (Aviation Charges) Regulations"). In the event there is any amendment made to MAVCOM (Aviation Charges) Regulations in respect of the Airport Charges, the revised or new charges will be payable to us from the date such amendment come into force (irrespective whether these Conditions have been amended or otherwise to reflect such changes).



**SCHEDULE 4  
DESIGNATED AIRPORTS**

<b>No.</b>	<b>State</b>	<b>Airport</b>
1	Selangor	1. Sultan Abdul Aziz Shah Airport
2	Pulau Pinang	2. Penang International Airport
3	Kelantan	3. Sultan Ismail Petra Airport
4	Kedah	4. Langkawi International Airport 5. Sultan Abdul Halim Airport
5	Pahang	6. Sultan Ahmad Shah Airport
6	Terengganu	7. Sultan Mahmud Airport
7	Perak	8. Sultan Azlan Shah Airport
8	Melaka	9. Melaka Airport
9	Sabah	10. Kota Kinabalu International Airport 11. Tawau Airport 12. Lahad Datu Airport 13. Sandakan Airport
10	Sarawak	14. Kuching International Airport 15. Miri Airport 16. Sibul Airport 17. Bintulu Airport 18. Limbang Airport 19. Mukah Airport 20. Mulu Airport
11	Wilayah Persekutuan	21. Labuan Airport