



# CONDITIONS OF USE FOR STOLPORTS

(For the STOLports as listed in Schedule 4 herein)

**MALAYSIA AIRPORTS SDN. BHD. [Registration No: 199101020335 (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.*

## **STOLPORTS, MALAYSIA CONDITIONS OF USE**

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## 1. Conditions of Use

- (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 STOLports. 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. Applicability
- (b) These Conditions of Use shall come into force and be deemed binding on you with effect from the Commencement Date. 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. Commencement Date
- (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. Notification
- (d) We may amend any of these Conditions of Use, at any time and from time to time. 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 STOLports 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. Amendments of Conditions of Use
- (e) We draw your attention to clauses in these Conditions of Use which exclude our liability in certain circumstances. Notice to You on Our Exclusion of Liability in Certain Circumstances

## 2. Airport Services and Facilities

- (a) We are responsible to operate, manage, maintain and develop the STOLports 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. Operation, Management & Maintenance of STOLports
- (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. Types of Airport Services and Facilities Available
- (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. Types of Airport Services and Facilities Rendered
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| (d) As a company licensed to perform ground handling services at the STOLports (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 STOLports 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Your Use of the<br>Airport Services and<br>Facilities                                                                                  |
| (f) We will take all reasonable steps to maintain and operate a secure, safe and efficient STOLports and provide a comfortable, clean and friendly environment to the travelling public. All improvement plans will be taken to continue to improve the STOLports and the standard of the Services and Facilities wherever justified and in accordance with our plans and applicable legislations.                                                                                                                                                                                                                                                                                                                                                                                                             | Performance<br>Principles                                                                                                              |
| (g) You, your employees, agents and contractors are required to exercise due care when using the STOLports and the facilities and equipment in the STOLports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Due Care of<br>Facilities and<br>Equipment in the<br>STOLports                                                                         |
| (h) We reserve the right to suspend and/or terminate your use of the STOLports 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/<br>Terminate Your Use<br>of Airport Services<br>and Facilities                                                       |
| (i) 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 STOLports. 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(i). | Consequences on<br>the Cessation of Use<br>of the Airport<br>Facilities and Service<br>and Expiry of<br>Aircraft/ Equipment<br>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 STOLports 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](https://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 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 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.
- Revision in Airport Charges

- (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 STOLports.
- (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 STOLports; 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 STOLports, 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 STOLports 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 STOLports 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 STOLports.
- (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.

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| (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<br>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 <b>Ringgit Malaysia (RM)</b> made in favour of <b>MALAYSIA AIRPORTS SDN BHD</b> 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<br>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<br>for Billing |
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| (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 |
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#### 4. Compliance

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| (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 STOLports.                                                                                                                                                                                                                                                                                                                                                                                                                                       | 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 STOLports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 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 STOLports. You are hereby irrevocably consent and authorize, and confirm that you have duly obtained your key personnel's consent and authority, for us to use the personal information of your key personnel that you disclosed under this Article 4 (k), at our own sole discretion without further reference to you and in accordance with our Privacy Notice. A copy of our Privacy Notice is available at our website <a href="http://www.malaysiaairports.com.my">www.malaysiaairports.com.my</a> . | 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 with us.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Discussion Forum                                                                              |
| (n) You are required to report to us if the following incidents occur and the report must be made within the following time frame: -<br><br>a. Foreign Object Damage- to notify us immediately<br><br>b. Wildlife strike- to notify us immediately or when your aircraft reaches end station<br><br>c. Accident/incident- to notify us within 24 hours of the occurrence                                                                                                                                                                                                                                                                                                                                                                                                                    | Notification on incidents/ accidents                                                          |
| (o) Before you arrive at the STOLports (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 STOLports 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 STOLports;  
or
  - remove a parked, damaged or disabled aircraft from the STOLports, 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 STOLports. Entry onto Airport  
Premises
- (b) You must comply with security and safety measures and requirements imposed from time to time for the STOLports. 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 STOLports. The category or type of airport passes issued will depend on the area(s) in the STOLports 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 STOLports and that these valid airport passes are worn above the waist in a visible location at all times while at the STOLports. 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 STOLports.                                                                                                                                                                                                                                               | 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 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 Airport Pass |
| (e) You must pay the Airport Charges set out in Schedule 3 for the airport passes.                                                                                                                                                                                                                                                                                | Charges for Airport 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 STOLports as may be informed by us to you.</li><li>▪ effect and maintain or cause to be effected and maintained insurances for all the properties, equipments, furnitures and fittings at the STOLports against loss or damage (but not limited to) by the fire, explosion, tempest, flood, storm, lightning, aircraft or anything dropped therefrom, aerial objects, riot, strike, malicious acts, civil commotion and such other risks as are prudently insurable.</li><li>▪ insurance to cover liability to pay damages arising from the acts of terrorism.</li></ul> | Aviation Liability Insurance/Other Insurance |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|

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.

- |                                                                                                                                                                                                                                               |                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| (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 Insurance Policies 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 Insurance Policy Cancelled |

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- |                                                                                                                                                                                                                                                                                                                                                                               |                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| (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 STOLports.                                                                                                                                                                                           | Acts Affecting<br>Insurance                              |
| (e) You must ensure that any contractor, supplier and/or agent appointed by you in connection with your use of the STOLports 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<br>Contractor, Supplier<br>and/or Agent |

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| (a) We will endeavor to keep the STOLports 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 STOLports or any part of the STOLports 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: <ul style="list-style-type: none"><li>▪ 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</li><li>▪ minimize the way you are affected by such closure, suspension or interruption of the STOLports or the suspension, interruption or shutdown of the Airport Services and Facilities.</li></ul> | Unplanned<br>Interruptions and<br>Shutdown                                    |
| (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 STOLports 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: - <ul style="list-style-type: none"><li>▪ inform you by giving reasonable prior notice of such closure or interruptions; and</li><li>▪ take reasonable steps to minimize the way you are affected by such closure or interruptions.</li></ul>                                                                                                                                                                                                                               | Planned Interruptions<br>and Shutdown                                         |
| (d) In the event of the planned or unplanned closure of the STOLports or part of the STOLports 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<br>Planned and<br>Unplanned<br>Interruptions and<br>Shutdown |

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## 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; or
  - 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 STOLports; 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 STOLports that you use or fire on or from any area at the STOLports that you use; or
  - loss or damage (to person or property), injury or death caused or contributed to by your use of the STOLports or use by your employees and/or agents or otherwise relating to your use of the STOLports or use by your employees and/or agents; or
  - your use or occupation of the STOLports (including your employees, agents and/or subcontractors); or
  - 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 STOLports or the Airport Services and Facilities.
- (b) Your use of the STOLports 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 STOLports or is in the course of landing or taking off at the STOLports 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 STOLports 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 user 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**  
**[Registration No: 199101020335 (230646-U)]**  
Malaysia Airports Corporate Office,  
Persiaran Korporat KLIA,  
64000 KLIA, Sepang,  
Selangor Darul Ehsan  
Malaysia

Attention: General Manager  
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 30 July 2021;

**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;

**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;

**STOLports** means any and all of the short take-off and landing airports listed in Schedule 4 hereto;

**We, Us, Our** means Malaysia Airports Sdn Bhd Registration No: 199101020335 (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 STOLports; 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.

**SCHEDULE 1**  
**INFORMATION TO BE PROVIDED TO US**  
**{Referred to in Article 4}**

You are required to provide the following information to us:

- (a) for all of your aircrafts using the STOLports, 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 STOLports, 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, STOLports; and
  - (vii) block time (actual time) of arrival at, or departure from, STOLports; 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 for calculation of Passenger Service Charges and security charges (as set out Items 3 and 4 of Schedule 3)</b>	

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 STOLports.
- 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; (Where Applicable)
  - c. apron;
  - d. wind direction indicator; and
- 1.2 Exclusion of Landing Facilities provided by us (Where Applicable)  
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) (Where 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 STOLports.
- 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 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 spill on the tarmac, apron, runway and cause by any aircraft, equipment or vehicles including hydraulic fluid spillage occurring during aircraft refuelling shall be reported by you to STOLport Controller 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.

## E. AIRPORT SERVICES AND FACILITIES: AIRSIDE SOLID WASTE MANAGEMENT

### Terms

#### 1.1 Domestic Waste (Where applicable)

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 (Where Applicable)

The waste containers or bins for domestic waste are provided at the locations designated by us.

#### 1.4 FOD bins (Where Applicable)

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 STOLports 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 STOLports area.

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## F. 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 STOLports 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 Civil Aviation (Aerodrome Operations) Regulations 2016, MAVCOM Act, Regulations and this Schedule 3.
- 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.

**G. AIRPORT SERVICES AND FACILITIES: COUNTERS AND GATES**

**Terms**

1.1 Allocation

We will allocate to you with Counters (as defined under Paragraph "H" 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. 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 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 the Counter is arranged accordingly after usage.

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 G-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) Baggage Weighting Scales (Where Applicable).
  - (b) 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 (Where Applicable)  
You must lock back the gates after each use.

## **H. 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 Meaning of words in Paragraphs "G" and "H"

"Counters" shall collectively means and include Check In Counters.

"Our Equipment" means any equipment and facilities (including without limitation Counters 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.

## I. AIRPORT SERVICES AND FACILITIES: BAGGAGE TUBS (WHERE APPLICABLE)

### Terms

#### 1.1 Weighing Scale

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

#### 1.2 Baggage screening

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

#### 1.3 Types of Baggage Identification Tags

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

#### 1.4 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.

#### 1.5 Hand Luggage

You must take necessary measures to check the hand luggage.

#### 1.6 Tagged Hand Luggage

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

#### 1.7 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.

#### 1.8 Mishandled Baggage

All mishandled Baggage must be re-tagged and forwarded to the contracted destination.

#### 1.9 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 (Where Applicable):
  - 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;
  - your employees have appropriate training to handle the BRS handheld scanner;
  - they are used at the designated BHS ramp area only; and
  - that your employees do not misuse and/or cause any damage to the BRS handheld scanner;

1.10 Problems and Complaint

You must assign personnel at Arrival Area at all times to attend to passenger problems and complaints.

1.11 Meaning of the words in Paragraph "I" 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.

## J. 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 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 STOLports access to which shall require prior mandatory security screening of the person and their property.
- 1.5 Baggage Screening (Where Applicable)  
Only Baggage checked in by your ticketed passengers at authorized locations will be allowed into the BHS. All checked Baggage will have to undergo mandatory security screening upon entry into the BHS.
- 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 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.
  - 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).
  - 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.
  - 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 STOLports and at all times ensure that all your employees, agents and contractors do observe and conform to all such rules, regulations and directions.

## **K. 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 vehicle, equipment and manpower to standby for any eventuality.
- **Fuel and other spillages**  
To provide appropriate vehicle 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.

## **L. 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.

**M. SIGNAGE**

1.1 Our obligation

We will provide sufficient directive and informative signage at the STOLports 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**  Billing Frequency: STOL - Monthly	B.1.3	<p align="center"><b><u>Maximum certificated take off mass</u></b></p> <p>0- 5,000 kilogrammes</p>	<p align="center"><b><u>Rate for Single Landing ("Landing Charge")</u></b></p> <p>RM3.90 for every kilogrammes or part of every kilogrammes</p>	<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>
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				
<p>Exemptions:</p> <ol style="list-style-type: none"> <li>Any official aircraft of the Federal Government or Government of any state in Malaysia, including a military aircraft;</li> <li>Any official aircraft of Heads of State, Ministers and other dignitaries visiting Malaysia as state guests on the basis of reciprocity;</li> <li>Any aircraft engaged in search and rescue operations;</li> <li>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**		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"><i>From</i></th> <th style="width: 33%;"><i>To</i></th> <th style="width: 34%;"><i>RM</i></th> </tr> </thead> <tbody> <tr> <td>All domestic airports</td> <td>All domestic destinations</td> <td style="text-align: center;"><b>8.00</b></td> </tr> <tr> <td>All domestic airports</td> <td>All destination within ASEAN.</td> <td style="text-align: center;"><b>29.00</b></td> </tr> <tr> <td>All domestic airports</td> <td>All international destinations except ASEAN.</td> <td style="text-align: center;"><b>67.00</b></td> </tr> </tbody> </table> <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>			<i>From</i>	<i>To</i>	<i>RM</i>	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>	
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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.	Airside Driving Permit **	F.1.9	RM30 per application		
6.	Airside Vehicle Permits **	F.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		
7.	Check In Counters	G1.5	<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
8.	<p>Security Services</p> <p>a. General Security, Aircraft Security and other Services</p>	J.1.10	<p>Fee : RM A x B x C</p> <p>Where :</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>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 each type of services listed under Paragraph J.</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 : A x B x C</p> <p>Where :</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>Where :</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>-</td> <td>6</td> </tr> <tr> <td>Wide Body Aircraft</td> <td>-</td> <td>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					
Conventional Aircraft	-	6												
Wide Body Aircraft	-	8												
	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**	J.1.2	<table border="1" style="width: 100%;"> <thead> <tr> <th>Category</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Airport Permanent Pass (2 years)</td> <td>RM25.00</td> </tr> <tr> <td>Airport provisional pass (1 year)</td> <td>RM20.00</td> </tr> <tr> <td>Airport visitor's pass (6 months)</td> <td>RM17.00</td> </tr> <tr> <td>Airport daily pass (1 day)</td> <td>RM2.00</td> </tr> </tbody> </table>	Category	Rate	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**	J.1.2	<table border="1" style="width: 100%;"> <thead> <tr> <th>Loss recurrence</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>First loss</td> <td>RM50.00</td> </tr> <tr> <td>Second Loss</td> <td>RM80.00</td> </tr> <tr> <td>Third and Subsequent loss</td> <td>RM100.00</td> </tr> </tbody> </table>	Loss recurrence	Rate	First loss	RM50.00	Second Loss	RM80.00	Third and Subsequent loss	RM100.00			
Loss recurrence	Rate													
First loss	RM50.00													
Second Loss	RM80.00													
Third and Subsequent loss	RM100.00													
	Airport Pass Replacement Charges (due to damage)	J.1.2	RM15.00											



No.	Airport Services and Facilities	Para No.	Description and the Airport Charges		Remarks	
9.	Airport Fire Rescue Services	K.1.3 & D1.4	(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	
10.	Sweeping Charges	B.1.5	<p>Fee : RM1000.00 per day (8 hours) (A) X B X C</p> <p><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.</p> <p>B= The number of sweeper truck assigned for this type of service.</p> <p>C= The total number of days taken by such vehicle &amp; personnel in providing the service.</p>	
11.	Vehicle escort	B.1.5	<p>Fee : RM25.00 per trip (A) X B X C</p> <p><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.</p> <p>B= The number of vehicles escorted for this type of service.</p> <p>C= Total time taken by such vehicle &amp; personnel in providing the service.</p>	
12.	Filming Escort on Runway or Taxiway	B 1.5	<p>Fee : RM900.00 per escort per hour (A) X B X C</p> <p><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.</p> <p>B= The number of vehicle escorted for this type of service.</p> <p>C= Total time taken by such vehicle &amp; personnel in providing the service.</p>	

No.	Airport Services and Facilities	Para No.	Description and the Airport Charges	Remarks
13.	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></p> <ol style="list-style-type: none"> <li>1. <i>Departing or arriving aircraft encounter technical difficulties</i></li> <li>2. <i>Aircraft emergencies</i></li> <li>3. <i>Hijack or bomb threat aircraft</i></li> <li>4. <i>VVIP aircraft.</i></li> </ol>	

**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**  
**STOLPORTS**

No.	State	STOLports
1	Sarawak	1. Bakelalan 2. Lawas 3. Long Lelang 4. Bario 5. Long Akah 6. Marudi 7. Long Banga 8. Long Seridan 9. Long Semado 10. Kapit 11. Balaga
2	Sabah	12. Kudat 13. Long Pasia 14. Semporna
3	Pahang	15. Tioman
4	Terengganu	16. Redang
5	Perak	17. Pangkor