

The Miyako Shimojishima Airport Business Jet Terminal Terms of Use

Shimojishima Airport Management Co., Ltd.

Enacted on April 8, 2024

Revised on April 22, 2024

Revised on October 2, 2024

(Purpose)

Article 1. The Miyako Shimojishima Airport Business Jet Terminal Terms of Use (hereinafter referred to as “The Terms of Use”) shall provide for necessary matters concerning Facility Service Charge and other usage conditions pertaining to the use of the Miyako Shimojishima Airport Business Jet Terminal (hereinafter referred to as “The Facility”) by Shimojishima Airport Management Co., Ltd. (hereinafter referred to as “SAMCO”).

(Overview of the Facility)

Article 2. The overview of the facility shall be as follows.

Address	1727-1 Sawada, Irabu, Miyakojima City, Okinawa 906-0507
Structure	Reinforced concrete construction, single story building
Facilities	Lounge space, napping rooms, toilets (including a multipurpose toilet), CIQ (Customs, Immigration, Quarantine) facilities, a shower room, powder rooms, kitchen, bonded warehouse, porte-cochere space, dedicated parking lot, dedicated service vehicle gate

(Services Content)

Article 3. The services that SAMCO may provide at The Facility shall be as follows; provided that SAMCO may change the content of their services without prior notice.

Items	Services Content
Basic Services	<ul style="list-style-type: none">• Provision of guidance for airport ground vehicle drivers, including hotel vehicles, operating between gates and aircraft side (*1)• Use of refrigerator and/or pantry• Provision of cooling ice (*2)
Optional Services	<ul style="list-style-type: none">• Use of shower facilities (including towels)• Use of bonded warehouse

(*1) These services shall be limited to domestic flights within Japan, and the passenger transport vehicle shall be arranged by the Applicant stipulated in Article 5.

(*2) It may be impossible to provide services due to a natural disaster or other unavoidable circumstances.

2. The operating hours of The Facility shall be from 9:00 AM to 7:00 PM.

3. Usage of The Facility shall be limited to within two (2) hours after the arrival and two (2) hours before the departure of a business jet, within the operating hours of The Facility in either case; provided that if unavoidable circumstances such as a delay in processing by government agencies are recognized and the consent of SAMCO is obtained, usage of The Facility beyond the prescribed operating hours may be permitted. Extension fees shall be as shown in Appended Table 2.

(Conditions for Use)

Article 4. Usage of The Facility shall be limited to persons whose names are on the List of Users stipulated in Article 6, Paragraph 6 of The Terms of Use; provided that usage is not limited to such persons when approved by SAMCO.

2. Persons using The Facility must show identification when requested to do so by SAMCO.

(Applicant)

Article 5. Applicants for usage of The Facility shall be limited to charterers, aircraft owners, air carriers, and air transport agencies, or contractors appointed by any of the aforementioned (hereinafter known collectively as “Applicants”).

(Usage Application)

Article 6. Persons who wish to use The Facility shall submit an application to SAMCO through an Applicant. The Applicant shall complete the required items on the Usage Application Form (Appendix 1) and submit it via e-mail to SAMCO by seventy-two (72) hours before the time that the person wishes to use The Facility. If it is not possible to submit the Usage Application Form via e-mail due to unavoidable circumstances, the Applicant shall submit the Usage Application Form via postal mail after conveying the reservation request to SAMCO via telephone.

2. SAMCO shall notify the Applicant mentioned in the previous paragraph of whether or not permission for them to use The Facility has been granted via e-mail. Reservation of usage of The Facility is finalized between SAMCO and the Applicant with the notification of permission to use The Facility.
3. The Applicant shall carry out procedures for operation with the Shimoji Island Airport Administration Office
4. In the case of international flight aircraft, after the reservation has been finalized the Applicant is, in addition to the procedures stipulated in the preceding paragraph, required to make adjustments regarding entry-exit inspections with the relevant government agencies (hereinafter referred to as “CIQ formalities”; government agencies to be collectively referred to with the Shimoji Island Airport Administration Office and individually as “Government Agencies”). After CIQ formalities have been completed, the Applicant shall report the results of said formalities to SAMCO via e-mail.
5. If anyone other than aircraft crew/passengers or vehicles are to enter the restricted area, the Applicant shall complete the required items on the Airside Restricted Area Entry Permission Application Form (Appendix 2) and submit this together with the required attachments (Appendices 3 and 4) via e-mail to SAMCO by twenty-four (24) hours before use of The Facility is to begin.
6. The Applicant shall create a list of the names of everyone who is to be using The Facility and submit this List of Users (Appendix 5) via e-mail to SAMCO by twenty-four (24) hours before use of The Facility is to begin.

7. The Applicant shall inform SAMCO via telephone immediately the estimated time of arrival (ETA) and estimated time of departure (ETD) of the business jet have been confirmed.

(Facility Service Charge)

Article 7. Basic services provided at The Facility are included in the Facility Service Charge. Fees for optional services are collected separately in accordance with the usage content. Details of fees are as shown in Appended Table 2.

2. SAMCO shall not collect usage fees related to the Facility Service Charge stipulated in Article 2 of The Terms of Use from persons using The Facility for departure or arrival.
3. The Applicant shall pay an amount equivalent to the total of the Facility Service Charge stipulated in Paragraph 1 above plus the consumption tax and local consumption tax amounts by the due date stipulated by SAMCO. In this case, bank transfer fees shall be borne by the Applicant.

(Change/Cancellation of Reservation)

Article 8. If the Applicant wishes to change the time for using The Facility after a reservation has been finalized in accordance with Articles 8 and 6, they shall inform SAMCO via e-mail and telephone by twenty-four (24) hours before use of The Facility is to begin. The Government Agencies shall be notified by the Applicant.

2. If the Applicant wishes to change the reserved time, the change is confirmed with the approval of SAMCO. Note that SAMCO may not only adjust/restrict usage time due to the status of other Applicants' applications, coordination with Government Agencies, and other matters related to operation of the Facility, but also may decline requests to change reservation times
3. If, following a change of reservation as stipulated in the previous paragraph, The Facility cannot be used due to the circumstances of the Government Agencies, the Applicant may cancel the reservation. In this case, the Applicant shall immediately notify SAMCO and the Government Agencies of the reservation cancellation.

(Cancellation Fee, Etc.)

Article 9. If the Applicant gives notice of the reservation cancellation twenty-four (24) hours or longer before the scheduled starting time for using The Facility, no cancellation fee is incurred.

- 2 If the Applicant gives notice of the reservation cancellation less than twenty-four (24) hours before the scheduled starting time for using The Facility, or does not give notice of the cancellation, SAMCO shall charge the Applicant a cancellation fee equivalent to the total amount of the Facility Service Charge. Furthermore, use of The Facility being suspended due to the circumstances of the Government Agencies after use of The Facility has begun, or the aircraft being unavailable for use due to a delay in processing by Government Agencies shall not preclude charging of the cancellation fee; however, this does not apply to cancellations due to natural disasters such as typhoons or earthquakes.

3. Notwithstanding the provisions of the preceding paragraph, if SAMCO determines that the cancellation is based on reasonable grounds, the cancellation fee may not be charged.

(Payment of Cancellation Fee)

Article 10. In accordance with the invoice issued by SAMCO, the Applicant shall pay the total amount of the cancellation fee stipulated in the previous article plus the consumption tax and local consumption tax amounts by the end of the following month by bank transfer into the bank account designated by SAMCO.

2. Handling fees incurred in payment by bank transfer of the cancellation fee stipulated in the previous paragraph shall be borne by the Applicant.

(Late Payment Fee)

Article 11. If the Applicant fails to pay the fees stipulated in Articles 7 and 9 by the due date stipulated in The Terms of Use or the due date stipulated by SAMCO without good reason, SAMCO shall charge the Applicant a late payment fee calculated as 14.6% per annum for the number of days that the payment is late.

(Prohibited Acts)

Article 12. The Applicant and the air carrier, crew, passengers, and FBO (fixed base operator) using The Facility and other related persons (hereinafter referred to as "Users") must not conduct acts listed below within The Facility or on the grounds of Shimojishima Airport.

- (1) Use or handling of fire.
- (2) Defacement or damage of The Facility or its grounds.
- (3) Throwing of objects onto the tarmac or into the security area, or any other act that could disrupt aircraft or airport operation.
- (4) Flying an unmanned aerial device (UAD) within the grounds.
- (5) Disposing of waste paper, used containers, or any other waste anywhere other than the designated place, or leaving baggage or other items lying around unattended.
- (6) Bringing in any of the following items.
 - (a) Explosives, easily combustible or flammable items, or other dangerous items.
 - (b) Bladed objects, clubs, or other items that could injure people.
 - (c) Odorous items or other items that could deface or damage the building.
- (7) Entering The Facility or its grounds with an uncaged animal, excluding seeing-eye or assistance dogs.
- (8) Soliciting customers for taxi, hired car, and other services.
- (9) Making speeches, conducting demonstrations, or similar acts.
- (10) Making loud noise, acting violently, or other public nuisance behavior.

(11) Staying overnight at The Facility.

(12) Posting without permission photographs or videos of SAMCO staff or any other workers engaged in work at facilities managed by SAMCO on internet websites, blogs, social media or other electronic media, or any other media for the purpose of soliciting customers.

(13) In addition to the acts stipulated in the preceding items, any act that could disrupt the safety, public morality, or order of The Facility, or that otherwise might cause a nuisance or injuries to people.

2. Unless they have obtained the approval of SAMCO in advance, Users shall not carry out any of the following acts within The Facility or on the grounds of Shimojishima Airport.

(1) Soliciting donations

(2) Selling, distributing, or advertising products, or other similar business activities.

(3) Displaying or distributing signboards, banners, printed materials, or written documents, etc.

(4) Using The Facility temporarily to shoot photographs or film for movies or television, or make sound/video recordings, for business purposes.

(5) Stopping or parking vehicles, or abandoning bicycles or motorcycles.

(Suspension of Use of The Facility)

Article 13. Use of The Facility may be suspended under any of the following circumstances. SAMCO shall not be liable for compensation for any damages to Users resulting from this suspension.

(1) The Facility is damaged or malfunctioning.

(2) The Facility needs to be repaired or inspected, etc.

(3) Relevant administrative agencies issue a request or order to suspend use of The Facility.

(4) Shimojishima Airport is closed.

(5) In addition to the circumstances stipulated in the preceding items, whenever suspension of use is especially necessary for management of The Facility.

(Compensation for Damages)

Article 14. If The Facility, its interior decorations/fixtures, or equipment are damaged due to Users' bad faith or negligence, the Users shall report the damage immediately to SAMCO and pay compensation to SAMCO for the damage, etc., caused.

2. Except in the case stipulated in the following item, SAMCO shall not be liable for any damage to or loss related to Users' baggage resulting from use of The Facility, or for compensation related to flight delays or cancellations, or any other indirect or consequential loss; and Users shall not seek compensation from SAMCO for these damages.

3. If Users should suffer damages due to defects of The Facility attributable to SAMCO, SAMCO shall be liable for paying compensation to Users for these damages; however, this does not apply in the case that the Users fail to report the damages to SAMCO as stipulated in Paragraph 1 above. With regard to the scope of compensation for damages, eligibility shall be limited to direct and actual general damages and shall not include lost profits and other indirect damages. Furthermore, compensation for damages shall be paid from insurance held by SAMCO, and the maximum compensation amount shall be limited to the insurance amount received by SAMCO; any compensation amount exceeding this upper limit shall be borne by the Users.
4. SAMCO shall not be liable for any accidents caused by factors not attributable to SAMCO, or any shortage of services resulting from SAMCO carrying out repairs or alterations to The Facility that have been deemed necessary.
5. SAMCO shall also not be liable for any damages suffered by Users when Users cannot use The Facility due to the circumstances of the Government Agencies or delays in processing.
6. Users shall not seek compensation from SAMCO for damages suffered by the Users due to the action or failure to act of a third party.

(Force Majeure)

Article 15. Neither SAMCO nor Users shall not hold the other party accountable for damage suffered by Users or SAMCO that arose due to causes not attributable to either party, such as damage resulting from an act of providence or other force majeure.

(Duty of Care of a Good Manager)

Article 16. The Applicant shall agree that they and the Users will comply with The Terms of Use and ensure that the Users use The Facility appropriately with the duty of care of a good manager when they submit a Usage Application as stipulated in Article 6.

(Suspension of Use)

Article 17. SAMCO shall be able to cancel the Users' reservation or order that use of The Facility be suspended under any of the following circumstances, and in such an event, the Users shall promptly comply with SAMCO's orders. SAMCO shall not be liable for any damages to Users resulting from these orders.

- (1) Payment of debt arising from The Terms of Use has been delinquent for one (1) month or longer.
- (2) Provisions of The Terms of Use have been violated.
- (3) The competent authorities issue a request or order.
- (4) Users petition for or undergo dissolution, bankruptcy, civil rehabilitation, or corporate reorganization.
- (5) Users are subjected to compulsory execution, petition for forced sale at auction, provisional order or disposition of delinquency.

- (6) Users are deemed to be equivalent to antisocial forces as stipulated in Article 19.
- (7) Users conduct entertainment or amusement business activities or other operations that violate public order and morality within the airport.
- (8) Any other action that seriously impedes use of The Facility.

(Confidentiality)

Article 18. SAMCO and Users shall not disclose any confidential or personal information about the other party (hereinafter referred to as “Confidential Information”) acquired through use of The Facility to a third party, except in cases where there is an applicable law or other justifiable reason, and shall not use the acquired information for purposes other than use of The Facility. SAMCO and Users shall also impose this obligation of confidentiality on their respective workers involved in use of The Facility.

2. SAMCO and Users shall manage the Confidential Information of the other party appropriately.
3. Users shall comply with any special directions issued by SAMCO for the purpose of preventing the leakage of or utilization other than for its intended purpose of Confidential Information.
4. Users shall promptly return or dispose of any information or materials disclosed/provided to them by SAMCO when requested to do so by SAMCO.
5. The cases stipulated below (justifiable reasons) shall be outside the scope of Confidential Information.
 - (1) Materials, knowledge, or information that is already publicly known.
 - (2) Materials, knowledge, or information that became public knowledge after it was received through no fault of the recipient.
 - (3) Materials, knowledge, or information that has been lawfully disclosed by court order or law, or through other public institutions.

(Elimination of Anti-social Forces)

Article 19. SAMCO and Users shall commit to the matters stipulated in the following items in order to eliminate anti-social forces. If either SAMCO or Users deem it necessary to conduct a survey to confirm the applicability of each item, the other party shall cooperate with this survey.

- (1) The party shall not themselves be an organized crime group, enterprise related to an organized crime group, corporate extortionist, racketeer acting under guise of social movements, etc. violent group using special intelligence, or any entity similar to any of the foregoing or a member of such an entity (hereinafter known collectively as “Anti-social Forces”).
- (2) Officers of the party themselves (executive officers, board directors, executive directors, or those holding equivalent positions) shall not be Anti-social Forces.
- (3) The party themselves shall not themselves utilize Anti-social Forces.

- (4) The party themselves shall not have relationships with Anti-social Forces.
 - (5) The party themselves, either directly or through a third party, shall not use threatening or violent behavior, fraud or threatening language; damage the reputation or credibility of the other party; or interfere with SAMCO's operations using fraudulent means or influence force.
 - (6) The party shall not provide funds or facilities to Anti-social Forces, and shall not cooperate with or be involved in the maintenance and operation of Anti-social Forces.
2. If any of the items in the previous paragraph come to apply to either SAMCO or the Users, or it is discovered that any of the items have applied, the other party may suspend or cancel use of The Facility without prior notification or warning.
 3. If either SAMCO or the Users suspends or cancels use of The Facility in accordance with the provisions of the preceding paragraph, the suspending/cancelling party shall not be liable for compensation for any damages to the other party.

(Revision of The Terms of Use)

Article 20. SAMCO may change items stipulated in The Terms of Use after giving advance notice via an appropriate method of their intention to change The Terms of Use and shall provide notification of the content of The Terms of Use following the changes and the date on which the changes will go into effect.

(Court with Jurisdiction)

Article 21. The Naha District Court shall be the exclusive court of jurisdiction in the first instance for any disputes (including mediations) arising out of or in connection with The Terms of Use.

(Governing Law)

Article 22. The governing language of the Terms of Use shall be Japanese. The Terms of Use shall be interpreted in accordance with Japanese law. Any matters not addressed in the Terms of Use shall be decided in accordance with Japanese law.

(Matters not Addressed in The Terms of Use)

Article 23. Any matters not stipulated in The Terms of Use, or any doubts that arise regarding interpretation of the provisions of The Terms of Use shall be resolved fairly through good faith consultation between SAMCO and Users.

2. In conducting the consultation stipulated in the preceding paragraph, SAMCO or the Users shall agree in writing to conducting the said consultation if requested to do so by the other party.

Supplementary Provisions

1. The Terms of Use were put into effect on April 8, 2024.

2. Revised on April 22, 2024 and put into effect on April 22, 2024.

3. Revised on October 2, 2024 and put into effect on October 2, 2024.

In the event of a conflict between the English and the Japanese language, the Japanese language shall take precedence.