



***This is an important legal document:***

***By using the airport you agree to be bound by the terms of this document. All airport users and owners and operators of the aircraft at the airport should read this document.***

# Conditions of Use

## Bankstown Airport

### (Effective 1 01 July 2011)

## 1 These conditions

- 1.1 These are the terms and conditions under which you use our Facilities and Services at Bankstown Airport. If you use any of those Facilities and Services you accept these conditions.
- 1.2 These conditions take effect from 01 July 2011 and are current until we change or waive them. All previous Conditions of Use are rescinded 01.
- 1.3 Subject to any contrary requirement under any Legislation and any contrary clause in this document we may vary these terms and conditions by giving you 30 days notice of any variation. Such variation is accepted by the continued use of the Facilities and Services. This notice may be provided in a tax invoice, a statement that is sent to you or by other forms of notification including advertisements in the Bankstown Canterbury Torch and Camden Advertiser newspaper.
- 1.4 Terms or words used in this document and the attached schedules which require defining are explained in clause 17.

## 2 Information Generally

- 2.1 You can notify us of anything by one of the following means:
  - (a) by mail to  
General Manager Aviation  
Bankstown Airport Limited  
Airport Management Centre  
3 Avro Street  
BANKSTOWN AIRPORT NSW 2200
  - (b) by Facsimile to (02) 9791 0230
  - (c) by E-mail [aeair@bankstownairport.com.au](mailto:aeair@bankstownairport.com.au)
- 2.2 Our tax invoices and statements will be sent to either the address you have notified to us or alternatively to the registered address of the aircraft on the Civil Aviation Safety Authority Aircraft Register. Unless you provide notice of an alternative address, you agree that we are entitled to serve any originating process at this address as well. In the circumstances where you have no registered address listed in the Civil Aviation Safety Authority Aircraft Register or an your aircraft is not registered we are entitled to serve any

originating process by affixing the originating process to any aircraft owned or operated by you at any airport in the Commonwealth of Australia.

### **3 Using our Facilities and Services**

3.1 When using our Facilities and Services at the Airport you must comply with:

- (a) these Conditions of Use;
- (b) the operational requirements of the Airports as published in ERSA and NOTAMs;
- (c) all applicable Legislation, which includes Occupational Health and Safety Legislation;
- (d) other conditions, instructions, orders and directions necessary for the day to day operation of the Airport reasonably made;
- (e) local flying restrictions; and
- (f) directions on security from the Commonwealth Department of Infrastructure Transport Regional Development and Local Government.

3.2 You must not do anything which puts us in breach of any Legislation.

3.3 You accept that:

- (a) access to our Facilities and Services is subject to the demands of other users of the Airports;
- (b) use of the Airports may be constrained by Legislation; and
- (c) we are not responsible for the security of aircraft or your property.

### **4 Regular Public Transport Operations**

4.1 Due to the complexity Regular Public Transport (RPT) Operations services will be subject to a separate agreement.

### **5 Charges**

5.1 You must pay us charges for using our Facilities and Services at the Airport.

5.2 The charges contained in Schedule A of this Conditions of Use pertain to use of Bankstown Airport only. There are no shared charges between Bankstown Airport and Camden Airport. Camden Airport charges are covered by a separate Conditions of Use and charges schedule.

5.3 The amount of charges you must pay will be calculated in accordance with Schedule A attached to this Conditions of Use, as varied from time to time. By using our Facilities and

Services you agree to pay the charges applicable at the time of use.

- 5.4 The charges are payable in Australian dollars only, unless agreed by prior arrangement with Airport Management.
- 5.5 From time to time we will send invoices to you for payment. You are required to provide us the address, name, contact details and ABN when required.
- 5.6 You must pay the charges detailed in each invoice, within twenty one (21) days of the date that the invoice bears (whether or not you received the invoice), by one of the following methods:
- (a) by BPay, please note that BPay reference is located on the invoice, and they are unique for each account
  - (b) by direct deposit into our bank account. Please telephone us to obtain the relevant details;
  - (c) by cheque made payable to the Airport. Please note that management reserve the right to pass on bank charges incurred in cheque processing;
  - (d) by EFTPOS if paying at our office at Bankstown Airport;
  - (e) by approved credit card if paying by telephone or at our office at Bankstown Airport, or on the approved Bankstown Airport credit slip; or
  - (f) by any other method approved by us.
- 5.7 If you are either the registered or unregistered owner of an aircraft or the registered operator of an aircraft but not the actual user, you shall provide the name and last known address of the person who is using your aircraft at the Airport within seven days of receiving notice of a charge in an invoice or statement from us. If you do not provide this information then the Airport may claim a specific lien against your aircraft to the value of charges incurred by the use of your aircraft in the Airport.

If you have not consented to the use of your aircraft at the Airport you must provide notice of this within seven days of receiving an invoice from us.

## **6 Varying Charges**

- 6.1 We may vary any of the charges by giving you 30 days notice in writing of the variation in charges by notification in either a tax invoice or a statement. Before we vary the charges, we will use reasonable efforts to consult with users of the Airport. The Airport's practice is to commence consultation at least one month before the proposed date on which the varied charges are proposed to take effect.

## **7 If You Do Not Pay On Time**

- 7.1 If you do not pay us the charges in accordance with paragraph 5 above, we may do any one or more of the following:
- (a) Charge you interest from the date charges become due and payable at the Interest Rate.
  - (b) You will be charged for all costs in relation to debt recovery on an indemnity base – see 13.5.
  - (c) refuse to allow any or all of your aircraft to use our Facilities and Services at the Airports;
  - (d) use reasonable means to detain any of your aircraft pursuant to specific lien until you have paid all due charges, interest and any other costs related to these charges;
  - (e) issue a notice directing that you remove any or all of your Aircraft from our Airport and if you fail to comply with our notice within 21 days of us issuing the notice, we may:
    - (i) remove your Aircraft from our Airport and add the costs associated to the amount owing by you to us; or
    - (ii) deem the Aircraft to have been abandoned and may treat the title to the Aircraft as having been irrevocably transferred to us; and/or
  - (f) commence proceedings against you for all monies due and payable.
  - (g) Any terms for payment of a debt due maybe withdrawn at any time without notice where you have not paid other debts that are due and payable. For the removal of any doubt, all debts become due and payable when you are outside the payment terms.
- 7.2 For the removal of doubt, the remedies specified in this clause 7 are not exhaustive and do not operate so as to limit our remedies in the event of a breach by you of this clause 7. We reserve our rights entirely in relation to any other remedial action afforded to us by law.
- 7.3 You are not entitled to make any off-set against, or deduction in relation to, the charges for using our Facilities and Services.

## **8 If you do not comply with these conditions**

- 8.1 If you do not comply with these conditions, in addition to our rights pursuant to clause 7 and subject to our legal obligations, we may provide you with 21 days' written notice requiring compliance.

- 8.2 If you do not comply with any safety or security requirements or environment, however, we may give you notice to comply immediately.
- 8.3 We may stop you from using our Facilities and Services at the Airports if you do not comply with a properly issued notice.

## **9 Dispute Resolution**

- 9.1 Upon receiving a tax invoice or demand from the Airport, any disputes regarding the charge(s) are to be dealt by providing notice in writing of all the reasons for this dispute within 21 days. Lodgment of a billing dispute does not excuse you from paying the disputed bill.
- 9.2 Where insufficient information is provided, we may contact you to obtain further clarification to process the dispute. If the estimated determination response date cannot be met, you will be notified of what timeframe extensions may be required.
- 9.3 We will notify you of the determination of the dispute, you must respond to accept or reject the determination within 7 days, otherwise we will consider the dispute resolved, and where payment of a withheld amount is required, this must be made within the timeframe specified.
- 9.4 In certain circumstances, customised process is taken to resolve a particular dispute via the alternative dispute resolution process and the dispute maybe referred to an independent mediator for a binding decision.

## **10 Moving Aircraft**

- 0.1 We may direct that you:
- (a) move your aircraft to another position at the Airport; or
  - (b) remove your aircraft from the Airport, at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.
- 10.2 If you do not comply with our direction within the time specified by that direction, we may move the aircraft and:
- (a) you must pay our reasonable costs of having the aircraft moved and any costs incurred by us as a result of having the aircraft moved to a location suitable to the airport and;
  - (b) you indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our direction.

## **11 Airport Closed or Services Unavailable**

- 11.1 We will endeavour to keep our Facilities and Services at the Airport available for you to use, subject to any reasonable requirements we may have for operational purposes, maintenance and new development, or any events beyond our reasonable control.
- 11.3 If reasonably possible, we will notify you before we make any Facilities and Services at the Airport unavailable. This is subject to clauses 3.3 and 13.2.
- 11.4 If, at any time, safety or operational requirements demand that any of our Facilities and Services at the Airport be made wholly or partly unavailable for use by you, we will use our reasonable endeavours to identify alternative facilities and services which might be available for use by you, but the use of such alternative facilities or services shall be at your sole discretion. You acknowledge that, in endeavouring to find alternative facilities and services for you, we will need to balance the needs of all affected parties so far as we reasonably can.

## **12 Services We Do Not Provide**

- 12.1 We do not provide:
- (a) aircraft, building, motor vehicle or other security services;
  - (b) terminal navigation services;
  - (c) rescue and fire fighting services;
  - (d) en-route services;
  - (e) meteorological services;
  - (f) hangar facilities except where special arrangements are in place;
  - (g) quarantine waste disposal, customs or immigration services; or
  - (h) apron services other than allocating aircraft parking bays.

Our charges do not include fees for these services or fees for things we provide outside the scope of these conditions.

## **13 Release and indemnity**

- 13.1 We are not liable for, and you indemnify us against:
- (a) any loss or damage caused for any reason to the aircraft, its equipment, its load or the property of its crew or passengers at the Airport; or
  - (b) any personal injury caused for any reason to the crew or passengers of, or persons servicing an aircraft at the Airport, unless, and then only to the extent, caused by our negligence.
- 13.2 We are also not liable for, and you indemnify us against:

- (a) any loss you suffer for any reason because an Airport or any part of it is closed or any of our Facilities and Services at the Airports are unavailable;
- (b) any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft; or
- (c) any consequential injury, loss or damage in connection with the use of or closure of any Airport (including anything referred to in (a) or (b) of this clause).

13.3 You are liable for, and you indemnify us against:

- (a) any damage your aircraft may cause to our property; and
- (b) any costs we incur in detaining any of your aircraft under clause 7.1(d); and
- (c) any claims for:
  - (i) personal injury;
  - (ii) death to any person; and/or
  - (iii) loss or damage to property;

which is caused or contributed to by you, unless, and then only to the extent that, the same is caused by our negligence.

13.4 You agree to indemnify us for any liability, loss, cost, charge or expense of the kind contemplated by clause 13.3 that is suffered or incurred by any of our officers, employees or agents.

13.5 You further agree to indemnify us for any costs we may incur in the recovery of a debt due and payable by you, on a full indemnity basis, including but not limited to, court costs and filing fees, legal fees and disbursements, the costs of any necessary service provider and airport administration costs.

## **14 Insurance**

14.1 You must at all times have a policy of insurance for at least \$20,000,000 (or such other amount as we may notify to you from time to time) insuring against all claims which may be brought against either you or us for personal injury (including death) and/or damage to property arising out of the use of the aircraft or the Airports by you or any other party you authorise to use the aircraft or the Airports.

14.2 You must at all times when required by us produce evidence showing that the insurance is in force for the sum notified under this clause 14.

14.3 If you fail to insure as required by this clause we may deny your aircraft use of the Airport until you demonstrate to us that such insurance is in force.

- 14.4 The sum insured as stated in clause 14.1 or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance which we require you to maintain.

## 15 Exclusion of Warranties and Conditions

- 15.1 We do not make any representation or warranty in connection with the use of the Airport and we exclude all implied warranties and conditions that can be excluded to the greatest extent allowable by law.
- 15.2 If a warranty or condition is implied into these conditions of use under any Legislation in connection with any services we provide and it can be excluded, we exclude it and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:
- (a) the supplying of the services again; or
  - (b) the cost of having the services supplied again.

## 16 Governing Law

- 16.1 These conditions are governed by the law of New South Wales.
- 16.2 If we commence proceedings to recover a debt pursuant to Clause 7, this claim is to be subject to the exclusive jurisdiction of the laws and the Courts of the state of New South Wales.

## 17 Meaning of Words

- 17.1 **Aircraft** is a vehicle which is able to fly by being supported by the air, includes rotary wing aircraft.

**Airport** means Bankstown Airport, New South Wales, Australia, and includes all hangars, other buildings, roads and other areas and facilities within the boundaries of the Airport.

**Air Operator's Certificate** means the certificate of that name issued under Division 2 of Part III of the Civil Aviation Act 1988.

**BAL** means Bankstown Airport Limited (ACN 083 058 637; ABN 50 083 058 637) being the lessee and operator of Bankstown Airport.

**Balloon** means a non-power-driven lighter-than-air aircraft.

**Based** means the airport where an aircraft is located over 90% of a fiscal year.

**Certificate of Registration** means for an aircraft the certificate of registration issued by the Civil Aviation Safety Authority under the Civil Aviation Regulations. For Foreign aircraft this means the registration of the aircraft on a national register of aircraft other than the Australian Register of Aircraft.

**Day** means a period of 24 hours commencing at midnight.

**ERSA** means Enroute Supplement Australia.

**Facilities and Services** means our aircraft movement, aircraft parking and passenger processing facilities and services and any services provided by the airport generally.

**Foreign aircraft** means an aircraft that is registered on a national register of aircraft other than the Australian Register of Aircraft.

**Glider** means a non power driven aircraft or any aircraft normally described as a powered glider.

**Interest Rate** means a rate of twelve percent per annum accruing daily.

**Legislation** includes all Commonwealth and State Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or aircraft using it.

**MTOW** means the maximum take-off weight for an aircraft as specified by the manufacturer.

**NOTAM** means Notice to Airmen.

**Operator of the aircraft** means the person by whom, or on whose behalf, the aircraft is operated or otherwise used at the Airport.

**Person** includes a corporation or other organisation or enterprise or partnership, where an aircraft is registered either the registered owner or the operator of the aircraft, alternatively if it is not registered, to be the owner of the aircraft.

**Registered** in relation to an aircraft means that the aircraft has a Certificate of Registration.

**RPT or Regular Public Transport Operations** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis, and includes any such services which may be diverted from another airport to our Airport.

**Substantial maintenance procedures** means procedures being carried out on an aircraft by a licensed aircraft maintenance engineer which are necessary for the safe operation of the aircraft and which would normally require a period longer than one day to complete.

**TOLL fee** means Take-Off and Landing Licence fee permitting access to and use of BAL facilities.

**Use** means use of any of our Facilities and Services including but not limited to aircraft landing, taking off, taxiing or parking, or discharging or taking on passengers or cargo.

**User** of the facilities and services either personally or by an agent, employee or by a pilot directed by the user.

**We** or **us** or **our** means BAL and includes our officers, employees, agents and the operator for the time being at each Airport.

**You or your** means:

- (a) where the aircraft is Registered, the owner or operator of the aircraft at the time our Facilities and Services at the Airport are used; and
- (b) where the aircraft is not Registered, the person who we reasonably believe is the owner or operator of the aircraft at the time our Facilities and Services at the Airport are used.
- (c) Generally, the person who is the user of the Facilities and Services or their employer or principal

Where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor ("administrator") is appointed in respect of a person liable for charges the administrator is personally liable with that person for all charges in respect of each use which occurs during the period of the administrator's appointment.

- 17.2 The singular includes the plural and the plural includes the singular.
- 17.3 If you consist of more than one person then each person is jointly and individually liable under these conditions with each of the others.
- 17.4 If any part of these conditions is unenforceable, these conditions are taken to be modified to remove that part. The rest of these conditions are not affected by that part being removed.

## **18 Privacy**

- 18.1 The airport collects personal information about aircraft owners and operators from both of them and from public records. The information is used in relation to the collection of charges and for administrative purposes. The personal information is disclosed to our professional advisors, government and regulatory authorities and to our corporate group. You authorise the airport to carry out such credit enquiries as necessary and with your specific consent we may obtain from a credit reporting agency a credit report about you. See [www.sydneyairport.com.au](http://www.sydneyairport.com.au) for our privacy policy.

## **SCHEDULE A**

### **AERONAUTICAL CHARGES BANKSTOWN AIRPORT**

The following charges apply to the use of Bankstown Airport. The charges are GST inclusive.

(a) Landing and Parking Charges

- Landing Charge
  - For each fixed wing powered aircraft which weighs 10,000kg MTOW or more a charge for each landing of \$15.87 per 1,000kg MTOW pro rata.
- Parking Charge
  - For each fixed wing powered aircraft which weighs 10,000kg MTOW or more for and is parked at the Airport for more than 3 hours on that day a parking charge of \$5.25 per 1,000kg MTOW pro rata for each day or part of a day.
  - Note: This charge applies to all aircraft weighing 10,000kg MTOW or more and applies whether or not the aircraft is registered, unregistered or undergoing Substantial maintenance procedures.

(b) TOLL fee

For each aircraft not covered by (a), (c) or (d) a TOLL fee of:

- \$15.13 per 1,000kg MTOW pro rata for each day or part of a day; or
- a discount is offered to aircraft owners where eight and four month payments are made in advance. The discounted TOLL fees available are as follows:
  - 5% discount for four months payment in advance - \$1,748.20 per 1,000kg MTOW pro rata;
  - 10% discount for eight months payment in advance - \$3,312.39 per 1,000kg MTOW pro rata.

(c) Glider TOLL fee

For gliders a Glider TOLL fee of \$11.97 per glider per day or part of a day. Sub-clause (e) does not apply in respect of gliders.

(d) Balloon TOLL fee

For a balloon a Balloon TOLL fee of \$113.55 per balloon per day or part of a day. Sub-clause (e) does not apply in respect of balloons.

- (e) Reduced TOLL fees for aircraft weighing less than 10,000kg MTOW:
- Except where a TOLL fee has been paid in advance for the period, aircraft certified by a Licensed Aircraft Maintenance Engineer as undergoing substantial maintenance, a charge of \$7.56 per 1,000kg MTOW pro rata applies if:
    - (A) evidence of a substantial maintenance claim form and, in respect of completion of the maintenance, a certified copy of the aircraft maintenance release form and aircraft log books are submitted to us in a form acceptable to us;
    - (B) Where the maintenance do not exceed 14 days, evidence of the maintenance are provided to us within one month of the commencement of the maintenance;
    - (C) Where the maintenance exceed 14 days but are less than 3 months, evidence of the maintenance are provided to us within 14 days of the completion of the maintenance; and
    - (D) Where the maintenance exceed 3 months, evidence of the maintenance are provided to us at the completion of each 3 month period during which maintenance continues.
  - Except where a TOLL fee has been paid in advance for the period, no charge for each full day that the aircraft remains completely within sub-leased premises on the Airport.
  - Except where a TOLL fee has been paid in advance for the period (or prior special arrangements have been made with us) for each full day or part of a day when an unregistered is located outside sub-leased premises, a charge of \$7.56 per 1,000 kg MTOW pro rata.
  - For an aircraft with a special certificate of airworthiness in the limited category a charge each year of \$790.00 per 1,000kg MTOW pro rata up to a maximum of \$1,580.00 per year if paid in advance. This reduction does not apply in the period between the day when an aircraft is first used for hire or reward in a calendar year and the end of that calendar year.
- (f) Payment of a TOLL fee allows unlimited use for the appropriate period at the Airport operated by BAL.
- (g) TOLL fees will be invoiced on the last day of every month with a minimum charge of \$20.00 regardless of the amount which would otherwise have been payable. The date will be liable to change without notice.
- (h) If you so choose, you can credit an account with us in advance, which will reduce each time you use the Airports, however, if the TOLL fees you have incurred for any given month are less than the minimum charge specified in clause (g) above, the minimum charge of \$20.00 will be deducted from the amount of credit in your account for that

month.

(i) Refunds of TOLL fees paid in advance

(For the purpose of calculating a refund the expression "TOLL fees" refers to the fees which were applicable when the 4 or 8 months TOLL was issued).

- 4 month TOLL:
  - Calculate TOLL fees at the daily rate from the date of issue to the date of cancellation. If this amount is less than the 4 month TOLL fee the difference will be refunded. If the amount is greater no refund is payable.
- 8 month TOLL where less than 4 months have elapsed since the 8 month TOLL was issued
  - Calculate TOLL fees at the daily rate from the date of issue to the date of cancellation. If this amount is less than the 8 month TOLL fee the difference will be refunded. If the amount is greater no refund is payable.
- 8 month TOLL where 4 months or more have elapsed since the 8 month TOLL was issued:
  - Calculate TOLL fees at the daily rate from 4 months after the date of issue to the date of cancellation and add to this the 4 month TOLL fees. If the total is less than the amount which was paid for the 8 month TOLL the difference will be refunded. If the total is greater no refund is payable.

(j) Use of the Passenger Terminal

Use of Passenger Terminal facilities must be approved in advance prior to it being used.

You can contact us by any of the following means:

- (a) by mail to                    General Manager Aviation  
Bankstown Airport Limited  
Airport Management Centre  
3 Avro Street  
BANKSTOWN AIRPORT NSW 2200
- (b) by Facsimile to            (02) 9791 0230
- (c) by E-mail                    aear@bankstownairport.com.au
- (d) by telephone except where we require information in writing (02) 9796 2300

A charge of \$4.40 is payable for each departing passenger and for each arriving passenger that uses the Terminal.

## SCHEDULE B

### SUBSTANTIAL MAINTENANCE CLAIM FORM

One form per aircraft must be completed by a Licensed Aircraft Maintenance Engineer (LAME) when an aircraft is undergoing maintenance, and a claim for the special rate of aeronautical charge is to be made. A special rate for the period of maintenance applies providing this form is submitted to us within the times set out below.

#### LATE APPLICATIONS WILL NOT BE ACCEPTED

Period of maintenance	Form to be submitted
Not exceeding 14 days	On completion
Exceeds 14 days but is less than 3 months	On commencement & within 14 days of completion of maintenance
Exceeds 3 months	On commencement & <u>every 3 months</u> that the maintenance continues & within 14 days of completion of maintenance

Where the period of maintenance exceeds 14 days, the application must, on completion of the work, be supported by a certified copy of the Maintenance Release form and a copy of the aircraft's log book.

Account Number
Aircraft registration
Aircraft Owner/ Company Name
Type of maintenance
Date commenced
Date completed
If ongoing, anticipated period of maintenance
Name of maintenance organisation
Date claim submitted
Name of LAME
Signature of LAME