



SYDNEY **METRO** AIRPORT

C A M D E N

Camden Airport Conditions of Use

(Effective 01 July 2011)



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

Camden Airport

(Effective 01 July 2011)

1 These conditions

- 1.1 These are the terms and conditions under which you use our Facilities and Services at Camden 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 All previous Conditions of Use are rescinded effect from 01 July 2011.
- 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
Camden Airport Limited
Airport Management Centre
3 Avro Street
BANKSTOWN AIRPORT NSW 2200
- (b) by Facsimile to (02) 9791 0230
- (c) by E-mail aeap@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 Camden Airport only. There are no shared charges between Bankstown Airport and Camden Airport. Bankstown 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.

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 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

- 10.1 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 debt due and payable, 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.
- 15.2 If a warranty or condition is implied 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 Camden 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.

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.

CAL means Camden Airport Limited (ACN 083 056 464; ABN 23 083 056 464) being the lessee and operator of Camden Airport.

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.

Movement means an aircraft departing the airport via taxiways, or an aircraft landing when it is the only movement detected in a calendar day.

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.

TOLL fee means Take-Off and Landing Licence fee permitting access to and use of CAL 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 CAL 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. See www.sydneyairport.com.au for our privacy policy.

SCHEDULE A

AERONAUTICAL CHARGES CAMDEN AIRPORT

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

(a) **Movement fee**

For each aircraft not covered by (b) (c) or (d) a Movement fee of:

- \$12.76 per 1,000kg MTOW pro rata for each movement; or
- a discount for aircraft owners where movement fee payments are made in advance and remain valid for 12 months from date of purchase. The discounted Movement fees are as follows:
 - (i) 50 movements' payment in advance - \$9.36 per 1,000kg MTOW per movement;
 - (ii) 100 movements' payment in advance - \$7.70 per 1,000kg MTOW per movement;
 - (iii) 250 movements' payment in advance - \$6.29 per 1,000kg MTOW per movement;
 - (iv) 500 movements' payment in advance - \$4.73 per 1,000kg MTOW per movement;
- Unused Movement fee can be refunded at a variable discounted rate. Details are available from:

By Mail	General Manager Aviation Camden Airport Limited Airport Management Centre 3 Avro Street BANKSTOWN AIRPORT NSW 2200
by Facsimile to	(02) 9791 0230
by Phone	(02) 9796 2300

(b) **Helicopter TOLL fee**

For Helicopters a TOLL fee of \$10.87 per 1,000kg MTOW pro rata for each day or part of a day. Sub-clause (f) does not apply in respect of

helicopters or

a discount for aircraft owners where twelve month payments are made in advance exists only to aircraft based at Camden Airport. Sub-clause (f) does not apply in respect of gliders. The discounted TOLL fees available is as follow:

(i) 10% discount for twelve months payment in advance - \$3,570.80 per 1,000kg MTOW pro rata.

(c) **Parking fee**

Applicable to aircraft covered by Schedule A (a) a charge \$1.93 per 1,000kg MTOW pro rata for each day or part of a day.

(d) **Glider TOLL fee**

For gliders a Glider TOLL fee of \$9.20 per glider per day or part of a day. Sub-clause (f) does not apply in respect of gliders.

(e) **Balloon TOLL fee**

For a balloon TOLL fee of \$71.73 per balloon per day or part of a day. Sub-clause (f) does not apply in respect of balloons.

(f) Payment of a TOLL fee allows unlimited use for the appropriate period at the Airports operated by CAL.

(g) 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 be 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 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 Helicopter 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 12 month TOLL was issued).

(i) 12 month TOLL where less than 6 months have elapsed since the 12 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 12 month TOLL fee the difference will be refunded. If the amount is greater no refund is payable.

- (ii) 12 month TOLL where 6 months or more have elapsed since the 12 month TOLL was issued:

Calculate TOLL fees by monthly rate from the date of issue to the date of cancellation. If the total is less than the amount which was paid for the 12 month TOLL the difference will be refunded on a pro rate basis. If the total is greater no refund is payable.