



# Bankstown Airport

# Conditions of Use

(Effective 1 August 2017)

***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 aircraft at the Airport should read this document.***

# Conditions of Use

## Bankstown Airport

### (Effective 01 August 2017)

## 1 These conditions

- 1.1 These are the terms and conditions under which you agree to use our Facilities and Services at the Airport. If you use any of those Facilities and Services you accept these conditions.
- 1.2 These conditions take effect from 01 August 2017 and are current until we change or waive them in writing. All previous Conditions of Use are rescinded with effect from 01 August 2017.
- 1.3 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 by updating the Conditions of Use on our website, in a tax invoice, in 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 Certain terms or words used in this document and the attached schedules are explained in clause 19.

## 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  
PO Box 6450  
WETHERILL PARK NSW 1851
- (b) by Facsimile to (02) 9791 0230
- (c) by E-mail [aeear@bankstownairport.com.au](mailto:aeear@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 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 you must comply with:
- (a) these Conditions of Use;
  - (b) the operational requirements of the Airport including as published in ERSA and NOTAMs;
  - (c) all applicable Legislation, which includes civil aviation, environmental and Work, Health and Safety Legislation;
  - (d) our other policies, conditions, instructions, orders or directions necessary for the day to day operation of the Airport as may be reasonably or necessarily made by the Airport;
  - (e) such further information as we may reasonably request from you in relation to your use of the Facilities and Services;
  - (e) local flying restrictions; and
  - (f) all relevant directions by the Civil Aviation Safety Authority of Australia, Airservices Australia and the Commonwealth Department of Infrastructure and Regional Development.
- 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 non-exclusive and subject to the demands of other users of the Airport;
  - (b) use of the Airport 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 of Regular Public Transport Operations, RPT services will be subject to a separate agreement.

## 5 Charges

- 5.1 You must pay us charges for using our Facilities and Services.
- 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 in writing with Airport Management.
- 5.5 From time to time we will send invoices to you for payment. You are required to provide us details of your 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, address and contact details of the person who is using your aircraft at the Airport within seven (7) days of receiving notice of a charge in an invoice or statement from us. If you do not provide

this information then we 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 basis – see 13.5.
  - (c) refuse to allow any or all of your aircraft to use our Facilities and Services at the Airport;
  - (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 the 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;
  - (f) commence proceedings against you for all monies due and payable.

- 7.2 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.
- 7.3 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.
- 7.4 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 Work Health and Safety, environmental, safety or security Legislation or other requirements of the Airport, we may give you notice to comply immediately.
- 8.3 We may stop you from using our Facilities and Services at the Airport 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 with by providing the Airport with 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 by you, we may contact you to obtain further clarification to process the dispute.
- 9.3 We will notify you in writing of the determination of the dispute, you must 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, at the sole discretion of the Airport, a dispute may be resolved by alternative dispute resolution process or by an independent arbitrator for a binding decision.

## **10 Moving Aircraft**

10.1 We may direct you orally or in writing to:

- (a) move your aircraft or equipment to another position at the Airport; or
- (b) remove your aircraft or equipment 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.

11.2 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.

11.3 If, at any time, safety or operational requirements demand that any of our Facilities and Services 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 (including our officers, employees and agents) from and against all claims actions liabilities and losses including arising from, and any costs charges and expenses incurred in connection with:

- (a) loss of or damage to any property;
- (b) injury disease or death to any person; or
- (c) breach of any Legislation;

caused by or to the extent contributed by your (or your employees' agents' on invitees') act, negligence, or default, except to the extent caused by our act negligence or default.

13.2 We are also not liable for, and you indemnify us against:

- (a) any loss you suffer for any reason because the Airport or any part of it is closed or any of our Facilities and Services at the Airport 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);.

13.4 Notwithstanding the above, we shall in no circumstances be liable to you or any party claiming through you for any consequential losses whatsoever.

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 Airport by you or any other party you authorise to use the aircraft or the Airport.
- 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 Privacy

17.1 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, and if you do not provide information we request you may not be able to use our services. The personal information is disclosed to our professional advisors, government and regulatory authorities and to our corporate group. Collection may be required or authorised under the Airports Act 1996 and the Civil Aviation Act 1988. You authorise the airport to carry out such credit enquiries as necessary and with your specific consent we may obtain from a credit reporting body a credit report about you. We do not disclose any personal information outside Australia. See [www.sydneyairport.com.au](http://www.sydneyairport.com.au) for our privacy policy, which contains information on how you can seek access to personal information we hold about you (if you are an individual) and how we deal with complaints about our handling of personal information.

## 18 Personal Property Securities Act

18.1 **PPS Act terms** Unless a contrary intention appears, words or expressions used in this clause 19 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.

18.2 **Further assurance** If at any time we determine that this agreement (or any of the transactions or events contemplated by or under it) creates a security interest in our favour over any of your personal property (including aircraft), we may apply for any registration, or give any notification, in connection with that security interest and you must promptly, upon our request, do any thing (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:

- (a) provide more effective security over the relevant personal property;
- (b) ensure that any such security interest in favour of us:
  - (i) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
  - (ii) has the priority required by us which, unless we agree in writing otherwise, is first priority;
- (c) enable us to prepare and register a financing statement or give any notification in connection with that security interest; and
- (d) enable us to exercise any of our rights or perform any of our obligations in connection with any such security interest or under the PPS Act.

18.3 **Costs** All costs and expenses arising as a result of actions taken by either party pursuant to this clause 19 will be for your account. Within seven (7) days of a written request, you must pay to us any costs or expenses incurred or to be incurred in connection with this clause 19.

**18.4 Contracting out of PPS Act enforcement provisions** If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under this agreement, you agree that the following provisions of the PPS Act will not apply:

- (a) section 95 (notice of removal of accession), to the extent that it requires us to give a notice to you.
- (b) section 121(4) (enforcement of security interests in liquid assets – notice to grantor);
- (c) section 130 (notice of disposal), to the extent that it requires us to give a notice to you;
- (d) paragraph 132(3)(d) (contents of statement of account after disposal);
- (e) subsection 132(4) (statement of account if no disposal);
- (f) section 142 (redemption of collateral); and
- (g) section 143 (reinstatement of security agreement).

**18.5 Disposal or retention of collateral** Pursuant to section 125(3) of the PPS Act, we may delay disposing of, or taking action to retain, the whole or part of the collateral that we seize under section 123 of the PPS Act, for as long as we see fit in our absolute discretion.

**18.6 Notices under PPS Act** We do not need to give you any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

**18.7 Confidentiality** In addition to and without derogating from any confidentiality obligations of the parties expressly provided for in this agreement or arising at law, neither party will disclose to a person or entity that is not a party to this agreement information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

## 19 Meaning of Words

**19.1 Aircraft** is a powered vehicle which is able to fly by being supported by the air, includes rotary 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 the NSW local court pre-judgment rate 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.

**PPS Act** means the Personal Property Securities Act 2009.

**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. This fee is to be paid in advance.

**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 the 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.

19.2 The singular includes the plural and the plural includes the singular.

19.3 If you consist of more than one person then each person is jointly and individually liable under these conditions with each of the others.

19.4 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.

## **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 aircraft which weighs 10,000kg MTOW or more a charge for each landing of **\$17.89** per 1,000kg MTOW pro rata.
- Parking Charge
  - For each 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 **\$5.96** 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) Daily charge**

For each aircraft not covered by (a), (c), (d) or (e) a daily charge of:

- **\$17.18** per 1,000kg MTOW pro rata for each day or part of a day.

**(c) Glider daily charge**

For gliders a Glider daily charge of **\$13.59** per glider per day or part of a day.

**(d) Balloon daily charge**

For balloons a Balloon daily charge of **\$128.97** per balloon per day or part of a day.

**(e) Reduced daily charge for aircraft weighing less than 10,000kg MTOW:****(i) Maintenance charge**

Subject to a Maintenance claim form approved by us as undergoing substantial maintenance or an unregistered aircraft, a charge of **\$9.45** per 1,000kg MTOW pro rata will apply **except** where:

- a TOLL has been paid in advance for the period.
- meets any of the exclusion detailed on the maintenance claim form.

**(ii) 4 or 8 months TOLL paid in advance**

Subject to a TOLL form approved by us for the consecutive period, where:

- 5% discount for 4 months payment in advance - **\$1,985.72** per 1,000kg MTOW pro rata;
- 10% discount for 8 months payment in advance - **\$3,762.43** per 1,000kg MTOW pro rata.

**(iii) Refunds of 4 or 8 months TOLL paid in advance**

- 4 month TOLL:
  - Calculate TOLL at the daily charge from the date of issue to the date of cancellation. If this amount is less than the 4 month TOLL 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 at the daily charge from the date of issue to the date of cancellation. If this amount is less than the 8 month TOLL 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 at the daily charge from 4 months after the date of issue to the date of cancellation and add to this the 4 month TOLL. 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.

**(f) Use of the Passenger Terminal**

Use of Passenger Terminal facilities must be approved in advance prior to it being used. A charge of **\$4.40** is payable for each departing passenger and for each arriving passenger that uses the Terminal.



## Maintenance Claim Form

When an aircraft is undergoing maintenance, this form must be verified and signed by a Licensed Aircraft Maintenance Engineer (LAME) within 5 days of commencement and 14 days after the completion of the maintenance in order to receive the discounted rate.

Where the period of maintenance exceeds 14 days, this form must be supported by a certified copy of the Maintenance Release form to support this claim. Failure to comply will attract normal charges as per the Conditions of Use.

Aircraft Registration		
Contact Details	Company	
	Name	
	Address	
	Phone	
	Email	

Maintenance Company Name	
Type of Maintenance	
Date Maintenance Commenced	
Estimated Completion Date	
Date claim submitted	
Name of LAME	
Signature of LAME	

### Maintenance Claim Exclusions:

- maintenance work less than 3 days
- maintenance work exceeding 3 months
- date that aircraft lands or departs
- aircraft that are inactive and not under maintenance
- aircraft greater than 10,000kg MTOW
- aircraft which is under restoration
- when aircraft operator's account is in arrears
- backdated claim

Any variation to the above exclusion is to be reviewed and approved by the General Manager Aviation.

Please forward the completed form to **Fax:** (02) 9791 0230 or **Email:** [aeair@bankstownairport.com.au](mailto:aeair@bankstownairport.com.au)