

Dr Jonathan Aleck

From: White, Peter <Peter.White@casa.gov.au>
Sent: Wednesday, 13 March 2019 4:13 PM
To: Glen Buckley <glen.b@auspta.com.au>; Colin King <cjking@vicbar.com.au>; Hill, Georgie <Georgie.Hill@casa.gov.au>
Cc: Derek Buckley <derekbuckley40@bigpond.com.au>; Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Subject: RE: Glen Buckley-APTA-Suggested meeting of legal representatives. [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen, Derek and Colin,

I understand Georgie offered my apologies for not responding earlier – I have been off on unscheduled leave. I am happy to advise we have organised a meeting for the 20th of this month (Georgie will await the advice of timing – we thought it would be better to meet earlier so any discussions needed could occur on the day). CASA Legal and Regulatory Affairs (LARA) will be represented by Dr Jonathan Aleck. I will attend and facilitate/introduce the meeting. I am hoping our respective legal representatives can sit together following an introductory meeting and reach a common understanding of what CASA requires from the legal contracts previously referenced.

Dr Aleck has asked, and I agree with the intent, that I communicate the following messaging so the APTA legal representative (Mr Colin King) is clear on LARA's expectations prior to the meeting. Glen and Derek, the wording of the email/correspondence is likely to be interpreted as 'legalistic' – thankfully, this is a language our respective lawyers will have a far better comprehension than the three of us.

As communicated at earlier meetings, CASA is supportive of new business models and we would like to reach agreement on contracts so the APTA business model can transition to business as usual.

Message commences:

RE: APPLICATIONS FOR SIGNIFICANT CHANGE APPROVALS AND RELATED MATTERS

I refer to my correspondence dated 25 January 2019, your email response of 6 February 2019, our subsequent related exchanges and our most recent meeting on Friday, 1 March 2019.

The purpose of this correspondence is to put beyond doubt the Civil Aviation Safety Authority's (CASA's) understanding of the current status and prospective disposition of matters related to:

- the current and continuing conduct of operations by the Australian Pilot Training Alliance Pty Ltd (APTA) under and in accordance with APTA's authorisation[s] under Part 141 [and Part 142] of the *Civil Aviation Safety Regulations 1998* (CASR);
- the conduct of CASR Part 141 [and Part 142] operations by APTA in the future, having regard to your proposal to conduct aspects of those operations, under contractual arrangements, by and through separate and independent legal entities, none of which currently holds an authorisation to conduct such operations on its own accord.

The operational and organisational arrangements contemplated by CASR Part 141 [and Part 142] are based on a conventional business model, under which all of the operational activities conducted by the authorisation holder are carried out, for and on behalf of the authorisation holder by persons employed by, and in all respects acting as agents of, the authorisation holder.

From a regulatory perspective, and in the interests of safety, the essence of this model is that the authorisation holder is fully accountable under the applicable legislation, and is demonstrably able and willing to do everything that needs to be done in order to ensure that its safety-related legislative obligations are effectively fulfilled. As a matter of operational control, and integral to the very object of the authorisation[s] involved, CASA must be satisfied that all these considerations have been, and will continue to be, satisfied by the authorisation holder.

To the extent aspects of an authorisation holder's safety-related functions under the civil aviation legislation might be conducted, for and on behalf of the authorisation holder, by and through separate and independent legal entities, contractually engaged by the authorisation holder for those purposes, CASA would need to be fully satisfied that:

- the *contractual arrangements* under which those otherwise wholly independent contracting entities will carry out certain activities for and on behalf of the authorisation holder, expressly specify and effectively address all elements of the authorisation holder's obligations under the applicable civil aviation legislation; and
- as a *practical matter*, all relevant aspects of those contractual arrangements (that is, those activities that relate to the conduct of operations under the authorisation[s]), can be, are and will continue to be carried out in accordance with the applicable provisions of the civil aviation legislation.

This is necessarily a *two-step process*, and a process in which the second step can only be initiated on the basis of the successful completion of the first step.

Step One

On this basis, APTA must provide CASA with a *final and complete version of the contract(s)* into which APTA has entered into, or proposes to enter into, with the legal entities APTA has agreed, or proposes to enter into agreements, to perform specified functions under the applicable civil aviation legislation for and on behalf of APTA. In addition to the specific provisions of CASA Part 141 [and Part 142] with which APTA is required to comply, the formulation of the contract(s) should have regard to the guidance materials and procedural manuals CASA has produced, for the purpose of evaluating applications for, and assessing the conduct of holders of, authorisations under CASR Part 141 [and Part 142].

In assessing this contract [these contracts], CASA will have regard to the way in which the specific operational activities for which APTA will be accountable as the authorisation holder, can and will be carried out by the contracted entity, and the bases on which full operational control can and will be maintained by APTA under those arrangements. To that end, APTA is expected to provide CASA with a tabular legend, showing how and where the actions called up under each applicable provision of the civil aviation legislation germane to the conduct of operations under CASR Part 141 [and Part 142] are effectively addressed in the terms of the contractual agreement(s).

Where CASA is not satisfied that particular legislative requirements are effectively addressed in the terms of the contract(s), the relevant provisions of the legislation, and the corresponding provisions of the contract(s) will be identified, and CASA will provide APTA with an explanation of the shortcomings and deficiencies it has identified. It will then be for APTA either to:

- rectify those shortcomings and deficiencies to CASA's satisfaction with appropriate amendments to the relevant contractual provisions; or
- demonstrate to CASA's satisfaction that a particular shortcoming or deficiency does not exist, or does not constitute an unacceptable failure to provide for APTA's ability to satisfy its obligations under the legislation.

In keeping with CASA's normal approach to the consideration of applications for any authorisation, a fair reasonable iterative process is contemplated. It is expected that the contours and content of these exchanges will reflect the novelty of the approach APTA proposes to take in this case.

While CASA will readily provide appropriate advice and information about its concerns and expectations, CASA cannot properly and will not provide APTA with specific advice about the precise form of words to be used in any particular provision of the contract(s) into which APTA enters with the legal entities it will be engaging. These are matters on which APTA is encouraged to obtain its own independent legal advice.

At the same time, CASA is quite prepared to engage in appropriate discussions directly with APTA's legal representative, in which discussions CASA's Legal and Regulatory Affairs division would naturally be involved.

Step Two

If CASA can be satisfied that the arrangements reflected in the contractual agreement(s) provide an effective and reliable basis on which APTA could be expected to fulfil its obligations as an accountable holder of an authorisation under CASR Part 141 [and Part 142], and in the absence of any other reason not to do so, it is expected that CASA would make a favourable disposition of APTA's application. Such a favourable disposition could reasonably be expected to involve the inclusion of such conditions as CASA might reasonably consider to be necessary and appropriate in all the circumstances.

If and when an appropriate authorisation under CASR Part 141 [and Part 142] may be given, or, as the case may be, any existing authorisation(s) might be amended accordingly, CASA would monitor and assess APTA's performance under the terms of that [those] authorisation[s]. While such oversight would normally form part of CASA's audit and surveillance program in any case, given the novelty of these arrangements, it is expected that a closer scrutiny will be involved.

Among other things, it should be understood that CASA will need to be able to access and review all aspects of APTA's operations, as it would in the case of any authorisation holder, recognising that aspects of those operations would, in this instance, be carried out on APTA's behalf, by and through separate legal entities. To that end, the contractual arrangements involved should clearly and effectively provide for such access.

Next Steps

- Meeting of 20 March 2019

Then, as soon as CASA receives:

- a *copy or copies of the final and complete contract[s]* under which APTA will be engaging each individual legal entity that will be responsible for performing particular functions, for and on behalf of APTA, on the basis of which APTA proposes to fulfil its obligations as the holder of an authorisation under CASR Part 141 [and Part 142]; and
- a *tabular legend*, showing how and where the requirements specified in CASR Part 141 [and PART 142], for which APTA would be accountable as the authorisation holder, are reflected in corresponding provisions of the contracts mentioned above,

CASA will initiate the review and assessment described above as Step One. Should any questions arise in the course of that review, those will be provided to APTA as soon as possible. While CASA will diligently endeavour to complete this process as quickly as possible, the time this takes will depend, in part, on the quality and comprehensiveness of the material APTA is able to provide.

I trust this clarifies the approach we plan to take at this point. If you have any questions, please do not hesitate to contact me.

Yours sincerely

Peter M. White

Executive Manager Regulatory Services and Surveillance

Civil Aviation Safety Authority

From: Glen Buckley

Sent: Friday, 15 March 2019 2:06 PM

To: White, Peter <Peter.White@casa.gov.au>; Colin King <cjking@vicbar.com.au>; Hill, Georgie <Georgie.Hill@casa.gov.au>

Cc: Derek Buckley <derekbuckley40@bigpond.com.au>; Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>

Subject: RE: Glen Buckley-APTA-Suggested meeting of legal representatives. [SEC=UNCLASSIFIED]

Dear All,

I am confirming that I am available, and I will advise regarding my Barristers availability, although I don't anticipate any problems.

Some considerations for the respective legal parties.

I am, and have been from the onset of the process prepared to write absolutely anything into the contract that CASA requires. As the Authorisation Holder, I accept full responsibility for all operations under my part 141 and 142 Approval. I am fully aware of that responsibility, and welcome anything that clarifies my responsibilities.

A contract traditionally being between two parties, now has a third party, being CASA. Do CASA become a signatory, or is the CASA required text identified as CASA required, or is to be presented as our text.? I will fully comply with CASAs preferred option.

The legislation identifies responsibilities of Authorisation Holder, Key Personnel etc. The only difference between the APTA model and any other flying school is that instructors may get paid by other entities. There really is no other readily identifiable differences from my perspective although i may stand corrected. Therefore this should be a consideration.

The Members and APTA are fully satisfied with the existing contracts in place. Any changes are specifically to meet CASA requirements, therefore I reiterate, that the meeting must be driven by CASA. I assure you, that if CASA have a clear idea of what they require, they will meet no resistance from me.

I have put a proposal forward to CASA recently, and that was rejected as not acceptable. Therefore CASA should be able to outline their expectations

My primary interest is to get this wrapped up finally, in as short a timelines, as can be achieved, to CASAs full satisfaction.

Thankyou all for your efforts, cheers. Glen.

From: Georgie.Hill@casa.gov.au [mailto:Georgie.Hill@casa.gov.au] **On Behalf Of** White, Peter
Sent: Tuesday, 19 March 2019 8:10 AM
To: Aleck, Jonathan; Crosthwaite, Roger; Colin King; Glen Buckley
Subject: APTA [DLM=For-Official-Use-Only]
When: Wednesday, 20 March 2019 9:00 AM-12:00 PM (UTC+10:00) Canberra, Melbourne, Sydney.
Where: Please see email content

For Official Use Only

Good morning,

Please note below details for meeting tomorrow.

Date: 20/03/19

Time: 9am-12pm

Location: Qantas meeting Rooms, Melbourne Airport

Booking is under Peter White's name. Ph: 03 8336 4140

The Qantas Meeting Rooms at Melbourne airport are located on the Qantas domestic T1 Mezzanine level, opposite Gate 1. Meeting rooms are accompanied by one common break-out area including Mac's with broadband Internet access, faxing, copying and printing facilities. ([Map](#)).

Parking:

For locations and pricing visit www.qantas.com.au/valet

Please contact me with any queries.

Kind regards

Georgie Hill

Executive Assistant to Peter White, Executive Manager

Regulatory Services and Surveillance

From: Colin King <cjking@vicbar.com.au>

Sent: Tuesday, 19 March 2019 9:54 AM

To: White, Peter <Peter.White@casa.gov.au>; Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>;
Crosthwaite, Roger <ROGER.CROSTHWAITE@casa.gov.au>; Glen Buckley <glen.b@auspta.com.au>

Subject: RE: APTA [DLM=For-Official-Use-Only]

Good morning,

Thank you. I look forward to meeting you all tomorrow.

Regards,

Colin King

From: Glen Buckley

Sent: Thursday, 21 March 2019 12:58 PM

To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>

Subject: Request for meeting, Glen Buckley, Australian Pilot Training Alliance

Dr Aleck

21/03/18

Dear Dr Jonathan Aleck, Executive Manager, Legal and Regulatory Affairs

Firstly, please let me express my genuine and very sincere appreciation for the effort put into yesterday's meeting. I am mindful that to arrange the attending personnel on one day, in the one room at relatively short notice certainly demonstrates good intent. I acknowledge that in writing, and in fact I felt the entire contents of yesterday's meeting demonstrated that. Had that discussion happened 6 months ago, there can be no doubt that this entire process could have been avoided. I have consistently expressed that sentiment in my written correspondence, and it only adds to my frustration and exhaustion with this process. From my perspective, and sadly, we have a situation where the horse has bolted.

As I stated in the meeting today, I have done my utmost to contain this situation by not going public or engaging legal advice. In fact, I utilised Colin King my barrister, for the first time yesterday, and only as it was a requirement placed on me. This is a further attempt at trying to resolve this matter. I fully acknowledge that you could not reasonably be all over every aspect of this matter, although I acknowledge you had a better understanding than I had anticipated.

Irrespective, I am firmly of the strong opinion that throughout this five-month process, that certain individuals, obviously not present at yesterday's meeting, have acted not primarily in the interests of Aviation safety but for other reasons. During that process CASA has;

- Acted in a bullying and intimidating nature, that was totally unnecessary
- Caused what could be very politely described as, a very significant unfairness
- What can only be described as "flaunted and shown a total disregard" for CASAs own Regulatory Philosophy.
- Failed to achieve "clear and concise" aviation safety standards as required of it in the act, which is in fact a major contributor to the current confusion.
- Breached Procedural Fairness/Administrative Law and Natural Justice.
- Taken actions against my business that would measurably and demonstrably degrade safety.
- Written untruths in audit results, that would be known to known as such, at the time of writing.
- CASA personnel have made statements that demonstrate an alarmingly low level of technical competence that have impacted on this matter. i.e. "I have had legal advice that Temporary locations isnt for flying schools", when in fact this procedure has been in existence for decades, and there is in fact guidance material provided by CASA on this very subject. This is only one of many statements that reiterate my concerns. A Subject Matter Expert should have been dealing with this matter, rather than someone with an expertise in Aircraft Maintenance, and Cabin crew training. Whilst I respect those positions, they are from an entirely different area of aviation, and it really did show itself on many occasions.
- Taken significant action against my business, that was based on nothing more than a request for documents.
- Failed to respond to frequent requests for a change of CMT. Those requests were clearly made on safety grounds.

- Demonstrated administrative delays that are simply unreasonable and cannot be justified on safety grounds i.e. a low level course taking over 6 months..

Those are some of the immediate dot points that spring to mind, and the simple fact is that none of this has ever been based on safety concerns. Throughout this process, I have steadfastly tried to maintain the levels of safety and compliance that are in fact industry leading, well intentioned, and compliant. The commercial impact of the CASA action is on the cusp of being irreversible, it really is, and I am happy to demonstrate that to a nominated person from within CASA. I have sold my family home to protect my staff's livelihoods, and quite simply I have little more to offer. My only option going forward in consultation with my Safety Manager yesterday, is that he will take unpaid leave to assist. Whilst I am very thankful of his gesture, which is not his preferred option, nor mine, I have no option. That was where our discussions finished last night. The intention would then be for the CASA approved Standby Safety Manager to step into the role.

Having the night to reflect on it, I must be realistic. If this action is now compromising safety, then as the CEO, I must consider a cessation to operations.

The purpose of this correspondence.

I feel that I have a fair and reasonable entitlement to a well-intentioned discussion regarding a claim for reimbursement from CASA. My preferred option is to attend that discussion with only me and my father present. My very strong preference would be that I resolve this in that more gentlemanly manner, and without legal representation on my side. For clarity, I feel the damage to my business is measurable, demonstrable and significant.

This matter has placed enormous stress on me, as a business owner, and I respectfully request that you put yourself in my shoes for a moment.

A small business owner operating at industry leading levels of safety and compliance, and in a well-intentioned manner for over a decade, initially has a threatened CASA induced business closure at any time after 7 days. That is "extended " to the current date which gives me certainty of operations for only weeks into the future. No business owner can operate in that manner and especially when an action is taken by CASA that effectively stops me marketing, adding new capability, renewing existing capability, and adding customers. To state that the last 5 months has been stressful, would be a significant understatement, it has been nothing less than traumatic.

The effects of this on my family will be generational, and the CASA action affects many people's livelihoods. This experience has truly exhausted me in every aspect, and pushed me to my limit, it really has. My hope is that CASA will afford me the opportunity to resolve this in the more gentlemanly manner as I prefer.

Thank you for your consideration. I apologise for the tone, I hold you with enormous respect, and do not wish to write such emails, but you must appreciate, I am literally fighting for my family's future security, and the continuation of this business.

I anxiously await an acceptance or rejection of my request for a meeting.

Respectfully

Glen Buckley- CEO- APTA

From: Glen Buckley

Sent: Thursday, 21 March 2019 1:39 PM

To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>; Crosthwaite, Roger <ROGER.CROSTHWAITE@casa.gov.au>; White, Peter <Peter.White@casa.gov.au>

Cc: Laveniya Ruthralingam <laveniya.r@auspta.com.au>

Subject: Welcome to the Australian Pilot Training Alliance

Welcome to the Australian Pilot Training Alliance

Dear Dr Aleck, Mr White and Mr Crosthwaite, (CASA) and Laveniya (IC- APTA),

Here is a proposed introduction to our manuals that will become the foreword of the manuals. It is intended to be educational. I feel that it could be used as an overview for CASA. I realise that you are requiring contractual changes and that will be complied with, although this is supplementary material, cheers. Glen.

P.s. I will also ask Laveniya to add it into our System, so that all staff read and acknowledge it, and evidence of such will be available.

Cheers. Glen

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Sent: Friday, 22 March 2019 3:58 PM
To: Glen Buckley <glen.b@auspta.com.au>
Subject: Your letter of 21 March 2019 [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Mr Buckley

Thank you for your letter of 21 March 2019. I am glad we had a chance to meet and constructively discuss important elements of the issues with which you are understandably so concerned.

I'd like to think meaningful progress has been made toward the certainty we all seek, and I am hopeful the involvement of Mr King—a sensible engagement, in my view, but certainly not something CASA did or could *require* of you—will facilitate further progress. To that end, as I said I would do, it is my intention to provide you and Mr King with a summary of the key points we indicated CASA would expect to see addressed in the contractual arrangements you will be making with the entities by and through whom you propose to conduct your operations as a CASR Part 141 and Part 142 authorisation holder. Although I won't be able to get these to you today, I will send them out over the week-end.

I have noted the other matters mentioned in your letter and offer the following brief responses to some of those.

First, in light of what I think we agreed was a positive and productive meeting, I trust your comment about the horse having bolted doesn't mean that the process on which I understood you and Mr King were prepared to embark is no longer in the offing. Unless I hear otherwise, I am proceeding on the assumption that you the points I provide to you and Mr King over the week-end will serve to inform Mr King's work on your behalf. If this is no longer your plan, please let me know.

Second, I will refer the issues you've dot-pointed to CASA's Industry Complaints Commissioner, Jonathan Hanton, who is responsible for addressing issues of this kind. I understand that some of these matters are already in Mr Hanton's hands, and I will leave it to him to provide any substantive responses that may be appropriate.

Third, while it appears to be preliminary in nature, it seems to me that you are suggesting that you are considering mounting a claim for damages against CASA, and that you would like to discuss the nature and basis of that claim with CASA. It is not for me to accept or reject an offer of this kind, or certainly to express a view on its merits. What I will do, however, is to refer this matter on to the manager of our litigation area, who will determine, on instructions, the most appropriate way forward.

For present purposes, Mr Buckley, I do seek your advice as to whether I am right to assume you and Mr King are still expecting the points I promised to provide, and will, in the absence of advice from you that it is no longer required, ensure that those points are provided to you over the week-end.

Yours sincerely

Jonathan

Dr Jonathan Aleck

From: Glen Buckley
Sent: Saturday, 23 March 2019 11:26 AM
To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Subject: RE: Your letter of 21 March 2019 [SEC=UNCLASSIFIED]

Good Morning Dr Aleck,

A wise man gave me some advice recently, "think overnight on your emails before you send them", he was in the room with us the other day. So, here I am now.

I am at work, and about to go into a meeting, and will reply with a lengthy response later on.

Regarding the lawyer, if I am not required to utilise the services of one, my very strong preference would be to resolve this matter without lawyers, so in your initial response, may I respectfully request that you send it to me only at this stage.

I have given my wife a commitment that I will have this matter completely finalised by her birthday on April 14th, and I mean completely.

I would ask you to proceed at this stage, but at any stage when CASA becomes aware that this matter cannot be fully resolved by that date, please advise me, and I will call an immediate halt to all APTA operations.

I will write again later in the day, cheers. Glen

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Sent: Saturday, 23 March 2019 12:40 PM
To: Glen Buckley <glen.b@auspta.com.au>
Cc: White, Peter <Peter.White@casa.gov.au>
Subject: RE: Your letter of 21 March 2019 [SEC=UNCLASSIFIED]
Importance: High

UNCLASSIFIED

Dear Glen

First, it is, of course, up to you whether or not to continue to utilise the services of your legal representative. That said, I cannot overstate how useful we believe it will be for you to do so. The arrangements you have proposed are not simple, and both:

- APTA's apparent ability to fulfil its regulatory obligations as the authorisation holder by and through independent legal entities; and
- CASA's ability to be satisfied that the organisational framework reflected in those arrangements is appropriate to support those arrangements,

will depend, in large part, on the integrity, clarity and completeness of the contractual arrangements in place.

I remind you that the presentation of sufficient contractual arrangements on paper, as it were, is the first step in a process that will require CASA to be satisfied that those arrangements can be, are being and will continue to be implemented effectively in fact.

Second, I am not sure what the substance of your forthcoming 'lengthy response' may be, but it seems to me that the critical steps that need to be taken at this point involve APTA's production of contractual documents that provide a clear and effective legal basis on which those entities that will be performing regulatory functions for and on behalf of APTA can do so. My commitment was to confirm, in a summary way, the points that CASA expects to see reflected in those contracts, as we identified these generally at our meeting last Wednesday in terms both you and Mr King acknowledged you understood.

In my email to you yesterday, I confirmed my intention to fulfil my commitment to get these points to you and Mr King this week-end—*unless you advised me that this was no longer necessary*. Your email this morning indicates that it remains your expectation that I should proceed to do this—subject to the condition that I can assure you all matters will be 'completely finalised' by 14 April. For the reasons explained below, it is not possible for me to provide that assurance.

You will recall from our meeting that it was understood I would be sending that information to you and to Mr King at the same time, with a view to facilitating the work Mr King was undertaking on your behalf. Your email this morning suggests that you want me now to communicate only with you, and not also with Mr King. *Could you please clarify and confirm your wishes in this connection?*

Third, while I appreciate the commitment you have made to your wife, I cannot, and do not provide you here with any assurance that this matter will be, or is capable of being, 'completely finalised' by 14 April 2019 (or by any other particular date).

I have undertaken to get summary points to Mr King (or now, perhaps, to you only) over the week-end. I will do that.

Although Mr King indicated that he could start immediately to prepare revised contracts between APTA and your affiliates, with the summary points I will provide this week-end in hand, *whether and when things proceed further will depend upon when final draft contracts are provided to CASA for us to review against APTA's legislative obligations. This is in your (and, we had assumed) your legal representative's hands.*

As I have repeatedly pointed out, with final draft contracts in hand, CASA will endeavour to review those drafts as expeditiously as we practicably can do, and to advise APTA as to their sufficiency or insufficiency accordingly, describing, to the extent we might properly do so, the nature of any shortcomings or deficiencies we may have identified. Any modified draft agreements would then need to be reviewed on the same basis.

Once final draft agreements are settled—that is, once CASA is satisfied that the agreements adequately cover the necessary points—it would then be necessary that those agreements be *fully executed by all of those entities that will be performing functions for and on behalf of APTA*. That is the only basis on which CASA could be satisfied that a sufficient framework is in place to support APTA's proposed operations. It would then be for CASA's operational personnel to confirm that APTA is, in fact, capable of fulfilling its obligations under the applicable rules, in accordance with the arrangements reflected in the executed agreements.

With these considerations in mind, it is a matter for you to decide whether my inability to provide you with the assurance you have asked for—namely that all outstanding matters will be 'completely finalised' by 14 April—will prevent APTA from proceeding further with its plans.

If, in the absence of an assurance I cannot give, it is your wish to discontinue the process on which we embarked as at the conclusion of our meeting on Wednesday, 20 March, please confirm that determination to me in writing immediately, as there will be little point in my developing the points I had undertaken to provide if they will be serving no practical purpose.

Whatever further information you may include in your forthcoming email message, I look forward to your advice on the specific points highlighted in *red* above.

Regards

Jonathan

Dr Jonathan Aleck

Executive Manager

Legal and Regulatory Affairs Division

From: Glen Buckley
Sent: Sunday, 24 March 2019 10:35 AM
To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Subject: RE: Your letter of 21 March 2019 [SEC=UNCLASSIFIED]

Dear Mr Jonathan Aleck,

Please forward through to Mr King and myself. My instruction to Mr King will be to take no action until I meet with my Accountancy Firm this Tuesday morning to discuss the impact on the business of the CASA action, and particularly the associated "freeze". I need to be confident that I am not in a position where I am trading insolvent, in light of the fact that this matter may continue on for some time.

I will ask you to continue, as long as we are of the understanding that I may discontinue operations at any time as a result of the duress that me and my business are under as a result of this prolonged matter.

Respectfully, Glen Buckley

P.S. I do feel I need to protect my reputation and the reputation of my business. I appreciate that you cannot comment on these matters, although I feel this process over the last 5 months has been "significantly unfair" to say the least. Many other operators are operating under far "looser" arrangement, and they are not being subjected to these requirements. I will robustly be defending my position publicly from tomorrow. That is not intended to be combative, I am merely trying to protect the many people that depend on me for their livelihood, and protect my reputation which has been negatively impacted.

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Sent: Sunday, 24 March 2019 11:50 AM
To: Glen Buckley <glen.b@auspta.com.au>
Subject: Re: Your letter of 21 March 2019 [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen

Thank you for clarifying the particular points I raised in my email to you yesterday afternoon (below). I will proceed accordingly.

Regards

Jonathan

Dr Jonathan Aleck

Executive Manager

Legal and Regulatory Affairs Division

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Sent: Sunday, 24 March 2019 6:30 PM
To: Glen Buckley <glen.b@auspta.com.au>; Colin King <cjking@vicbar.com.au>
Cc: White, Peter <Peter.White@casa.gov.au>; Crosthwaite, Roger <ROGER.CROSTHWAITE@casa.gov.au>
Subject: Points to Consider in Reviewing and Revising the APTA Contracts [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen & Colin

Following on from our meeting on 20 March 2019, I provide you here with some important points for you to consider in your review and revision of the contracts between APTA Pty Ltd (APTA) and the separate legal entities (referred to here as APTA's Affiliates) who will be performing aspects of APTA's functions under Parts 141 and 142 of the *Civil Aviation Safety Regulations 1998* (CASR).

Let me begin by confirming a point I understand Peter White has made to you on a number of occasions, namely, that, notwithstanding your frustration with CASA on the basis of some of your historical interactions with us, as far as our current engagement is concerned, our intention is simply to ensure that the arrangements in place between APTA and its affiliates are sufficient to allow operations under the envisaged 'APTA model' to be assessed for consistency with the applicable legislation.

General Comments

1. Whatever other purposes APTA and its affiliates may have in mind, from CASA's perspective the purpose of these contractual arrangements is to provide the legal framework within which each contracting affiliate will perform functions for and on behalf of APTA, pursuant to APTA's obligations as an authorisation holder under CASR Parts 141 and 142 and as the holder of an Air Operator's Certificate (AOC) under the *Civil Aviation Act 1988*.
2. For the purposes of the civil aviation legislation, APTA is required to show that it has in place an appropriate organisational structure and management arrangements sufficient to ensure that APTA is able to maintain *full operational control* over all aspects of the activities in which it engages under its civil aviation authorisations.
3. Aspects of APTA's activities will be carried out, not by employees of APTA (who would be directly subject to APTA's control and direction), but by independent legal entities (the affiliates), carrying out those activities for and on behalf of APTA, by and through those affiliates' own employees (and, at least potentially, other persons with whom an affiliate may contract for the provision of certain services). Because APTA is accountable under the civil aviation legislation for all of these activities, CASA needs to be satisfied that the arrangements under which aspects of those activities are being carried out by affiliates effectively ensure that those affiliates are bound, to APTA, to do so in a manner consistent with APTA's obligations as the authorisation holder.
4. As we have said previously, CASA cannot 'draft' the terms of these contracts. That is a matter for APTA and its affiliates as the parties who will be bound by those agreements. CASA has no interest in any provisions in those agreements that do not bear on APTA's obligations under the civil aviation legislation. *Such other provisions, however, must*

not operate in a way that prevents or impedes APTA's ability to fulfil its obligations under the civil aviation legislation.

5. As the holder of authorisations under CASR Parts 141 and 142, and the holder of an AOC authorising activities of the kind contemplated by its CASR 142 authorisation, APTA will be aware of and understand its obligations under the civil aviation legislation. In all cases, an authorisation holder must demonstrate, to CASA's satisfaction, that it is compliant, or capable of complying, with the applicable provisions of the civil aviation legislation, and in doing so, that it has appropriate systems, processes, personnel and management arrangements in place to enable it to do so.
6. In this case, where elements of APTA's regulatory obligations are to be carried out—not by an APTA employee, who is bound to comply with his or her employer's lawful and reasonable expectations, and for whose conduct APTA will normally be both responsible and accountable—but by an entity with whom APTA has contracted for those purposes (an affiliate), each **contract** under which an affiliate agrees to perform those functions for and on APTA's behalf (and where appropriate, APTA's **exposition**), must clearly specify that:
 - a. the named affiliate *agrees to perform* those particular functions under and in accordance with APTA's directions, instruction and guidance;
 - b. the named affiliate *fully understands* the nature of their obligations in this connection, and is demonstrably capable of performing the functions necessary to fulfil those obligations; and
 - c. in any case where an affiliate's other duties and obligations as an independent legal entity might conflict, or be seen to conflict, with its duties and obligations to APTA in relation to APTA's obligations under the civil aviation legislation, the *affiliates agree to subordinate those other duties and obligations* to their operationally related obligations to APTA to the extent necessary to ensure that APTA is able to fulfil its obligations under the civil aviation legislation.
7. To the extent an affiliate's duties and obligations in respect of APTA's responsibilities under the civil aviation legislation might be inconsistent with an affiliate's other legal duties and obligations, it is a matter for that affiliate (or prospective affiliate) to consider its ability and willingness to enter into a contractual agreement of the kind contemplated here, and to resolve those inconsistencies accordingly.
8. Any differences that may arise between APTA and an affiliate in relation to the affiliate's obligations to APTA, and/or APTA's expectations and requirements of the affiliate under the terms of the relevant contract are *matters for, and to be resolved between, APTA and the affiliate*. In all cases, CASA will look to APTA, as the authorisation holder in relation to any matters involving compliance with requirements under the civil aviation legislation. APTA alone will be accountable to CASA for those purposes, irrespective of the status or disposition of any disagreements that may arise between APTA and an affiliate, and which may bear on APTA's ability to fulfil its obligations under the civil aviation legislation.

What the contracts might and are expected to include

9. CASA cannot 'draft' the provisions of these contracts. What is outlined below are the kinds of provisions CASA would expect to see contained in each agreement, as well as the kinds of things CASA considers might usefully be included, but which we do not, at this point, specify as a necessary inclusion. We differentiate these kinds of provisions below by describing the kinds of provisions CASA expects to see in red, and the kinds of provisions we believe might usefully be included in green.
10. *This is not an exhaustive list of the kinds of provisions CASA expects the contracts to contain. Rather, it identifies particular kinds of provisions in respect of which CASA has especial expectations.*
11. In considering what other provisions should properly be included in the contracts, you are encouraged to refer the CASA's *Technical Assessors Handbooks* for CASR Part 141 (<https://www.casa.gov.au/publications-and-resources/publication/casr-part-141-technical-assessor-handbook>) and CASR Part 142 (<https://www.casa.gov.au/publications-and-resources/publication/casr-part-142-technical-assessor-handbook>), hard copies of which were provided to Mr King when we met last week. See also the relevant parts of CASA's *Air Operator's Certificate Manual Suite* (<https://www.casa.gov.au/licences-and-certification/standard-page/applying-your-air-operators-certificate>).
12. The approach APTA should take in determining what kind of provisions will need to be included in the contracts should be based on a consideration of APTA's obligations under the civil aviation legislation to satisfy CASA that APTA is compliant with the requirements specified in the legislation, and the extent to which APTA's affiliates will be performing functions and carrying out activities, on the basis of which, in part, APTA's compliance will be assessed.
13. At the outset, we believe it will be useful to include an *objects and purpose* provision in the opening portion of the agreements, reflecting the general principles described in paragraphs 1 to 8 above. This would help to ensure clarity about the nature of the *operational* relationship between APTA and its affiliates, as well as the considerations prospective affiliates will need to take into account when entering into such arrangements.
14. As suggested when we met on 20 March 2019, it may be helpful if those portions of the contracts covering operationally-related matters (as opposed to purely commercial elements or other provisions that do not bear on APTA's obligations under the civil aviation legislation) are set out in a separate and distinct section within each agreement.
15. Contracts are expected to contain provisions making it clear that:
 - a) APTA may direct or instruct an affiliate to take certain action of an operational nature, when APTA believes such action is necessary for the purposes of complying with APTA's obligations under the civil aviation legislation, specifying, where appropriate, the time when, and manner in which, such action must be taken; and
 - b) the affiliate agrees to comply with all such directions and instructions in the time and manner specified.

16. To the extent APTA's obligations to comply with specific requirements set out in CASR Part 141 and Part 142 are reflected in APTA's exposition, the contracts are expected to contain provisions under which each affiliate agrees to do everything necessary to ensure that APTA is able to satisfy its obligations pursuant to the terms of its exposition.
17. Specific provisions in each contract should be linked to corresponding provisions in the exposition with necessary particularity. Similar provisions should specify that each affiliate agrees to comply with all applicable provisions of APTA's operations manual(s), and corresponding links to provision in the operations manual(s) should be reflected in each contract with necessary particularity.
18. Without diminishing the importance of ensuring that each affiliate undertakes to do everything necessary to ensure APTA is able to satisfy its obligations under *all* relevant provisions of the legislation, particular regard should be had to ensuring that appropriate contractual provisions call up affiliates' obligations to APTA in relation to the APTA's responsibilities and accountabilities in respect of its organisation and key personnel (see generally CASR Subpart 141.D; and CASR Subpart 142.D and Part III, Division 2, Subdivision D of the Civil Aviation Act).
19. Where an affiliate has operationally-related obligations in connection with the maintenance and continuing airworthiness of an aircraft (as an owner, registered operator and/or lessee) that is to be used under one or another of APTA's authorisations, contracts should contain provisions in which the affiliate agrees to provide APTA with ready access to all information and documentation pertinent to those aircraft. This may require the affiliate to make appropriate arrangements with other entities (e.g., maintenance organisations, finance companies, etc) to ensure APTA has direct and/or immediate access to all relevant materials, documents and information. The object here is to ensure that, in the same way an authorisation holder remains informed about, and able to exercise necessary operational control in relation to, the aircraft *it* owns, leases or operates, APTA will be able to do so in relation to aircraft owned, leased or operated by its affiliates for purposes covered by one or another of APTA's authorisations.
20. In order to ensure APTA's head of operations (and other relevant key personnel) are able to make the kinds of judgements and decisions they will be required to make in relation to the *fitness of flight and operational crew members* performing functions under one or another of APTA's authorisations, the contracts should provide that each affiliate will ensure that APTA has ready access to all relevant information and documents in relation to the medical fitness of all pilots employed or engaged by the affiliate for the purposes of conducting operations under one or another of APTA's authorisations.
21. Where this might not be made clear in opening provisions of the kind suggested in paragraph 13 above, it might be useful to conclude the agreement with provisions consistent with the principle mentioned in paragraph 12 above.

We trust this information is helpful in reviewing and revising the contracts you propose to use to set out APTA's expectations and your affiliates' obligations in relation to the conduct of APTA's operations under CASR Parts 141 and 142, and APTA's Air Operator's Certificate.

Mindful of CASA's inability to provide specific advice on the particular formulation of the contractual agreements between APTA and your affiliates, we are prepared to respond to your or your legal representative's more general questions about the points set out above.

Regards

Jonathan

Dr Jonathan Aleck

Executive Manager

Legal and Regulatory Affairs Division

From: Glen Buckley

Sent: Tuesday, 26 March 2019 3:19 PM

To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>

Subject: RE: Points to Consider in Reviewing and Revising the APTA Contracts [SEC=UNCLASSIFIED]

Dear Dr Aleck, please standby for accompanying correspondence, later today. Please note my initial comments below, respectfully, Glen Buckley.

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>

Sent: Sunday, 24 March 2019 6:30 PM

To: Glen Buckley <glen.b@auspta.com.au>; Colin King <cjking@vicbar.com.au>

Cc: White, Peter <Peter.White@casa.gov.au>; Crosthwaite, Roger <ROGER.CROSTHWAITE@casa.gov.au>

Subject: Points to Consider in Reviewing and Revising the APTA Contracts [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen & Colin

Following on from our meeting on 20 March 2019, I provide you here with some important points for you to consider in your review and revision of the contracts between APTA Pty Ltd (APTA) and the separate legal entities (referred to here as APTA's Affiliates) who will be performing aspects of APTA's functions under Parts 141 and 142 of the *Civil Aviation Safety Regulations 1998* (CASR).

Understood

Let me begin by confirming a point I understand Peter White has made to you on a number of occasions, namely, that, notwithstanding your frustration with CASA on the basis of some of your historical interactions with us, as far as our current engagement is concerned, our intention is simply to ensure that the arrangements in place between APTA and its affiliates are sufficient to allow operations under the envisaged 'APTA model' to be assessed for consistency with the applicable legislation.

Understood

General Comments

22. Whatever other purposes APTA and its affiliates may have in mind, from CASA's perspective the purpose of these contractual arrangements is to provide the legal framework within which each contracting affiliate will perform functions for and on behalf of APTA, pursuant to APTA's obligations as an authorisation holder under CASR Parts 141 and 142 and as the holder of an Air Operator's Certificate (AOC) under the *Civil Aviation Act 1988*.

Understood

23. For the purposes of the civil aviation legislation, APTA is required to show that it has in place an appropriate organisational structure and management arrangements sufficient to ensure that APTA is able to maintain *full operational control* over all aspects of the activities in which it engages under its civil aviation authorisations.

Understood. This was demonstrated at the time of our Transition. No deficiencies have been identified at audit or no concerns previously raised by CASA. The Management structures in place, far exceed the industry norm, however I remain open to feedback as part of our Continuous Improvement

24. Aspects of APTA's activities will be carried out, not by employees of APTA (who would be directly subject to APTA's control and direction), but by independent legal entities (the affiliates), carrying out those activities for and on behalf of APTA, by and through those affiliates' own employees (and, at least potentially, other persons with whom an affiliate may contract for the provision of certain services). Because APTA is accountable under the civil aviation legislation for all of these activities, CASA needs to be satisfied that the arrangements under which aspects of those activities are being carried out by affiliates effectively ensure that those affiliates are bound, to APTA, to do so in a manner consistent with APTA's obligations as the authorisation holder.

Understood;

25. As we have said previously, CASA cannot 'draft' the terms of these contracts. That is a matter for APTA and its affiliates as the parties who will be bound by those agreements. CASA has no interest in any provisions in those agreements that do not bear on APTA's obligations under the civil aviation legislation. *Such other provisions, however, must not operate in a way that prevents or impedes APTA's ability to fulfil its obligations under the civil aviation legislation.*

Understood:

26. As the holder of authorisations under CASR Parts 141 and 142, and the holder of an AOC authorising activities of the kind contemplated by its CASR 142 authorisation, APTA will be aware of and understand its obligations under the civil aviation legislation. In all cases, an authorisation holder must demonstrate, to CASA's satisfaction, that it is compliant, or capable of complying, with the applicable provisions of the civil aviation legislation, and in doing so, that it has appropriate systems, processes, personnel and management arrangements in place to enable it to do so.

Understood. This was demonstrated at the time of our Transition. No deficiencies have been identified at audit or no concerns previously raised by CASA. The Management structures in place, far exceed the industry norm, however I remain open to feedback as part of our Continuous Improvement

27. In this case, where elements of APTA's regulatory obligations are to be carried out—not by an APTA employee, who is bound to comply with his or her employer's lawful and reasonable expectations, and for whose conduct APTA will normally be both responsible and accountable—but by an entity with whom APTA has contracted for those purposes (an affiliate), each **contract** under which an affiliate agrees to perform those functions for and on APTA's behalf (and where appropriate, APTA's **exposition**), must clearly specify that:

- d. the named affiliate *agrees to perform* those particular functions under and in accordance with APTA's directions, instruction and guidance;
- e. the named affiliate *fully understands* the nature of their obligations in this connection, and is demonstrably capable of performing the functions necessary to fulfil those obligations; and
- f. in any case where an affiliate's other duties and obligations as an independent legal entity might conflict, or be seen to conflict, with its duties and obligations to APTA in relation to APTA's obligations under the civil aviation legislation, the *affiliates agree to subordinate those other duties and obligations* to their operationally related

obligations to APTA to the extent necessary to ensure that APTA is able to fulfil its obligations under the civil aviation legislation.

Understood. I believe I have this in place in current arrangements but have embedded further changes into the contract and that will be provided later today

28. To the extent an affiliate's duties and obligations in respect of APTA's responsibilities under the civil aviation legislation might be inconsistent with an affiliate's other legal duties and obligations, it is a matter for that affiliate (or prospective affiliate) to consider its ability and willingness to enter into a contractual agreement of the kind contemplated here, and to resolve those inconsistencies accordingly.

Understood

29. Any differences that may arise between APTA and an affiliate in relation to the affiliate's obligations to APTA, and/or APTA's expectations and requirements of the affiliate under the terms of the relevant contract are *matters for, and to be resolved between, APTA and the affiliate*. In all cases, CASA will look to APTA, as the authorisation holder in relation to any matters involving compliance with requirements under the civil aviation legislation. APTA alone will be accountable to CASA for those purposes, irrespective of the status or disposition of any disagreements that may arise between APTA and an affiliate, and which may bear on APTA's ability to fulfil its obligations under the civil aviation legislation.

Understood

What the contracts might and are expected to include

30. CASA cannot 'draft' the provisions of these contracts. What is outlined below are the kinds of provisions CASA would expect to see contained in each agreement, as well as the kinds of things CASA considers might usefully be included, but which we do not, at this point, specify as a necessary inclusion. We differentiate these kinds of provisions below by describing the kinds of provisions CASA expects to see in red, and the kinds of provisions we believe might usefully be included in green.

Understood

31. *This is not an exhaustive list of the kinds of provisions CASA expects the contracts to contain. Rather, it identifies particular kinds of provisions in respect of which CASA has especial expectations.*

Understood

32. In considering what other provisions should properly be included in the contracts, you are encouraged to refer the CASA's *Technical Assessors Handbooks* for CASR Part 141 (<https://www.casa.gov.au/publications-and-resources/publication/casr-part-141-technical-assessor-handbook>) and CASR Part 142 (<https://www.casa.gov.au/publications-and-resources/publication/casr-part-142-technical-assessor-handbook>), hard copies of which were provided to Mr King when we met last week. See also the relevant parts of CASA's *Air Operator's Certificate Manual Suite* (<https://www.casa.gov.au/licences-and-certification/standard-page/applying-your-air-operators-certificate>).

Understood. I am very familiar with the documentation you refer to. Many hundreds of thousands of dollars and over 1000 hours were dedicated to working side by side with CASA, attending to over 600 individual line items in order to write all of our procedures for APTA and receive the approval from CASA as we Transitioned to a Part 141 and 142 Organisation. Those documents were our primary document that we used. As were amongst the first five percent of schools to Transition by the initial date, there was not the backlog which lead to "quicker" processes with other organisations, as CASA postponed deadline approached. I

believe approximately three times the number of organisations Transitioned during the "extension" period of twelve months, compared to the previous four years. Our process with CASA was extremely thorough and diligent, hence the complete change of direction by CASA is concerning.

33. The approach APTA should take in determining what kind of provisions will need to be included in the contracts should be based on a consideration of APTA's obligations under the civil aviation legislation to satisfy CASA that APTA is compliant with the requirements specified in the legislation, and the extent to which APTA's affiliates will be performing functions and carrying out activities, on the basis of which, in part, APTA's compliance will be assessed.

Understood

34. At the outset, we believe it will be useful to include an *objects and purpose* provision in the opening portion of the agreements, reflecting the general principles described in paragraphs 1 to 8 above. This would help to ensure clarity about the nature of the *operational* relationship between APTA and its affiliates, as well as the considerations prospective affiliates will need to take into account when entering into such arrangements.

Understood

As suggested when we met on 20 March 2019, it may be helpful if those portions of the contracts covering operationally-related matters (as opposed to purely commercial elements or other provisions that do not bear on APTA's obligations under the civil aviation legislation) are set out in a separate and distinct section within each agreement.

Understood

35. Contracts are expected to contain provisions making it clear that:

- c) APTA may direct or instruct an affiliate to take certain action of an operational nature, when APTA believes such action is necessary for the purposes of complying with APTA's obligations under the civil aviation legislation, specifying, where appropriate, the time when, and manner in which, such action must be taken; and
- d) the affiliate agrees to comply with all such directions and instructions in the time and manner specified.

Understood and in the contracts

36. To the extent APTA's obligations to comply with specific requirements set out in CASR Part 141 and Part 142 are reflected in APTA's exposition, the contracts are expected to contain provisions under which each affiliate agrees to do everything necessary to ensure that APTA is able to satisfy its obligations pursuant to the terms of its exposition.

Understood and in the contracts

37. Specific provisions in each contract should be linked to corresponding provisions in the exposition with necessary particularity. Similar provisions should specify that each affiliate agrees to comply with all applicable provisions of APTA's operations manual(s), and corresponding links to provision in the operations manual(s) should be reflected in each contract with necessary particularity.

Understood and in the contracts

38. Without diminishing the importance of ensuring that each affiliate undertakes to do everything necessary to ensure APTA is able to satisfy its obligations under *all* relevant provisions of the legislation, particular regard should be had to ensuring that appropriate contractual provisions call up affiliates' obligations to APTA in relation to the APTA's responsibilities and accountabilities in respect of its organisation and key personnel (see generally CASR Subpart 141.D; and CASR Subpart 142.D and Part III, Division 2, Subdivision D of the Civil Aviation Act).

Understood and in the contracts

39. Where an affiliate has operationally-related obligations in connection with the maintenance and continuing airworthiness of an aircraft (as an owner, registered operator and/or lessee) that is to be used under one or another of APTA's authorisations, contracts should contain provisions in which the affiliate agrees to provide APTA with ready access to all information and documentation pertinent to those aircraft. This may require the affiliate to make appropriate arrangements with other entities (e.g., maintenance organisations, finance companies, etc) to ensure APTA has direct and/or immediate access to all relevant materials, documents and information. The object here is to ensure that, in the same way an authorisation holder remains informed about, and able to exercise necessary operational control in relation to, the aircraft *it* owns, leases or operates, APTA will be able to do so in relation to aircraft owned, leased or operated by its affiliates for purposes covered by one or another of APTA's authorisations.

These processes are already in place, and clearly outlined in our Exposition. I standby our procedures as Industry Leading

40. In order to ensure APTA's head of operations (and other relevant key personnel) are able to make the kinds of judgements and decisions they will be required to make in relation to the *fitness of flight and operational crew members* performing functions under one or another of APTA's authorisations, the contracts should provide that each affiliate will ensure that APTA has ready access to all relevant information and documents in relation to the medical fitness of all pilots employed or engaged by the affiliate for the purposes of conducting operations under one or another of APTA's authorisations.

These processes are already in place, and clearly outlined in our Exposition. I standby our procedures as Industry Leading

41. Where this might not be made clear in opening provisions of the kind suggested in paragraph 13 above, it might be useful to conclude the agreement with provisions consistent with the principle mentioned in paragraph 12 above.

Understood

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>

Sent: Tuesday, 26 March 2019 3:26 PM

To: Glen Buckley <glen.b@auspta.com.au>

Subject: RE: Points to Consider in Reviewing and Revising the APTA Contracts [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen

Thanks for these comments. We look forward to seeing the revised draft contract, which I note you intend to provide later today.

Regards

Jonathan

Dr Jonathan Aleck

Executive Manager

Legal and Regulatory Affairs Division

From: Glen Buckley
Sent: Tuesday, 26 March 2019 4:21 PM
To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Subject: Response from Glen Buckley

APTA Agreement 13.0

Dear Dr Aleck,

Please accept this as my formal response, and attached proposed contract, with an introduction about APTA, a definition of Affiliates, and a new section in 34.signatures

For clarity, I remain committed to a resolution. CASA have advised dissatisfaction with the current APTA contracts. I am willing to place any CASA required text into the contracts that will fully satisfy CASA. If CASA is of the opinion that the contracts are deficient, it is incumbent upon CASA to advise what they require. A fundamental principle of determining that something is wrong, is that you must know what is in fact "right".

I have attached my proposed contract, with the new section contained within "signatures". Whilst this has not had any legal input from Mr Colin King, I have 30 years of experience in the industry and over a decade as an "Authorisation Holder". I have a full understanding of the industry, and my obligations. I am of the opinion that clear and concise terminology is essential in developing aviation safety standards. I am fully satisfied with, and understand the text I have proposed, as do my members (affiliates). If CASA have identified a deficiency in their legislation, it is incumbent on CASA to address that deficiency and advise what they require. As stated, I am willing to comply, the ball is firmly in CASA's court, so to speak. Simply tell me what you want, and it will happen. I appreciate that you keep telling me that it's not CASA's job to tell me what to write. I believe that it is, because quite simply, I don't know what you want, despite my repeated attempts.

Therefore, may I respectfully request that in order to satisfy CASA requirements, CASA clearly identify the changes that they require if any.

I am satisfied that the CASA action degrades safety, compliance and threatens people's livelihoods to the extent that I am compelled to act, and protect my business, my reputation and the people who depend on me for their livelihood.

After a prolonged process that is now past 5 months, and an associated freeze that has had an enormous commercial impact on my business, it is time to bring this matter to a close. I really have nothing left to offer. I had a well-intentioned and safely operating business that could have been expected to continue on well into the future, provided I at least maintained the standards of safety and compliance that I had been able to achieve in the previous decade.

On the 23rd October 2018, you advised me that it was likely my business only had those 7 days to continue operating.

From the period 30th October until 25th January 2019, my business operated literally on a minute by minute approval.

On 25th January 2019 you notified me that my business could continue operating for three months until 25th April 2019.

On 12th February 2019 you advised me that my business could continue operating until 13th May 2019, which is the current status.

I have no certainty of operations after 13th May 2019. It is truly an impossible situation in which to run a business.

To date:

- I have had a threat to shut down my entire business, as well as other CASA-approved bases.
- I have had a freeze that prevents me adding new customers, adding new courses, adding new capability, renewing existing capability etc. The action that CASA has taken is highly inappropriate.
- I have had an Aviation Ruling applied against me. It was the wrong document to be initiating such substantial action against my business. Later to be taken off the table by CASA.
- I have had accusations of breaches of Temporary locations procedure, only for CASA to be embarrassed when they realised it was in fact their very own procedure.
- I have had breaches of regulations made, and despite repeated attempts to have those substantiated, I have been repeatedly and completely ignored for over 5 months.
- I have had accusation of no contracts, when in fact I did have contracts and CASA only later realised that they did in fact have those contracts.
- I have had completely false allegations made of flight and duty times that were known to be false accusations at the time of writing.
- I have had blatantly false statements made by CASA personnel that only demonstrate their lack of technical competence.

The truth is that many flying schools have operated, and continue to operate under a shared or franchised AOC. The CASA personnel on the frontline, will be able to advise you on how common it is. In fact, I myself had been doing it, with TVSA at Bacchus Marsh in Victoria, prior to the Transition. It is something that has been going on for decades. APTA is in fact, the first attempt to actually address the deficiencies, and do it properly. You will appreciate my frustration when CASA takes such bullying and intimidating action against a well-intentioned operator.

There are 350 flying schools in Australia, and I will assert that you have not placed such onerous requirements on other operators. I will assert that in fact CASA hold no other contracts on flying schools doing a looser arrangement than the APTA arrangement, and those other operators are permitted to continue operating. There can be no doubt that CASA have singled me out for special treatment, and far more onerous requirements than others.

Delaying tactics are widely known as a CASA method to bring financial hardship on businesses that incur the wrath of CASA. I am of the opinion that those tactics are being used on my business. I appreciate that this is a strong allegation, but this entire matter could have been resolved within 72 hours had CASA chosen an approach that was more in line with their own regulatory philosophy. Instead, the matter has dragged on for a prolonged period, due to no fault of my own, that will most likely exceed 6 months.

With that in mind, I now ask CASA to make a determination on continuing APTA operations. In the event that CASA elects to continue with their proposed action to bring a cessation to operations, and considering that there are no related safety concerns, I would hope that the notice period would be of such duration that I could work closely with CASA to minimise the impact on other Parties, and protect as many peoples livelihoods as possible.

My preference is, as it has always been, is to continue operations. I believe CASA is so determined to see APTA fail, that I cannot possibly succeed.

For clarity, I await CASA final input on the contracts, please advise any other perceived outstanding matters to assist in this most important determination.

I feel I must add, and it is not intended as a criticism of you, but in all honesty, the weakness in CASA is actually the lack of values, i.e. courage, integrity, honour, duty, professionalism, lack of organizational values, lack of accountability and a total disregard for its own regulatory philosophy etc. Until you can have those values flowing through the organisation, we will never be able to move forward. From here on I will leave it to CASA for their determination, but I will be very publicly defending my position and my reputation.

Respectfully,

From: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>
Sent: Tuesday, 26 March 2019 5:28 PM
To: Glen Buckley <glen.b@auspta.com.au>
Cc: White, Peter <Peter.White@casa.gov.au>; Crosthwaite, Roger
<ROGER.CROSTHWAITE@casa.gov.au>
Subject: RE: Response from Glen Buckley [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen

This is an unexpected development. I am not in a position to respond to your comments at this time, nor to take any further action until I have had an opportunity to discuss matters with Mr White.

In the meantime, if Mr White doesn't revert on his own accord directly, I am sure he will as soon as he can do.

Regards

Jonathan

Dr Jonathan Aleck

Executive Manager

Legal and Regulatory Affairs Division

From: Derek Buckley <derekbuckley40@bigpond.com.au>

Sent: Thursday, 28 March 2019 3:54 PM

To: JONATHAN.ALECK@casa.gov.au; ROGER.CROSTHWAITE@casa.gov.au; White, Peter <peter.white@casa.gov.au>

Cc: Glen Buckley <glen.b@auspta.com.au>

Subject: CASA / APTA

Dear Dr Aleck, Roger Crosthwaite, and Peter White

First let me introduce myself and declare my position. I am Glen Buckley's Father, and have a financial interest in APTA, I am not from the Aviation/Flying Industry.

That declared, I need to also state that I am enormously proud of my son, he has stood his ground against the intimidation and bullying tactics of CASA over the past 6 months with honesty and integrity at all times. I will admit that he can become at times somewhat emotional which under the current circumstances can be fully understood, when you believe in something which is a benefit to GA BUT the "Regulators" (CASA) seem intent on grinding you down and driving you out of business.

Over a number of years Glen and his staff, with the assistance of some CASA personel developed the APTA model. This operated for approx. 18 months (under CASA approval) and has **proven to have increased safety** it is also unique in the GA industry. It is clear, even to me, that the concept and operation of APTA is not understood by CASA. The statement underlined can be confirmed by Peter White after his visit to Ballarat and I am sure will have been subject to an internal report.

I pose to you Gentlemen some questions

1/.....In all of the CASA correspondence, investigations and site visits has there been a proven safety breach??? After all I believe this is CASA's mandate is it not?

2/.... There has been considerable "correspondence" re contracts. Sitting on the sidelines watching I can only wonder why CASA will not provide a pro forma contract covering all of the "legalese" required by CASA. Glen has made it abundantly clear that he will include anything you require in his Contracts. CASA wrote the regulations, is it really **impossible** for you to write a suitable pro forma contract?? Probably outside the original remit when regulations were produced but should not be essential if it improves safety in the GA industry.

3/How come after 18 months of trouble free APTA operation which incidentally was developed in conjunction with CASA personnel, CASA decided to destroy something which, I repeat has **proven to have increased safety**.

4/ ... In some of the "correspondence" I have viewed CASA elected to not approve a temporary bases, I have viewed both the CASA and APTA's requirements for this, I ask that one of you Gentlemen examine both options and tell me how the CASA piece of paper provides a safer evaluation than APTA's.

5/ ... Has anybody read the APTA "Spirit of APTA" introduction?? Maybe this will help in understanding the concept?

As I said in my introduction, I am not from the GA Industry so I apologise for my lack of correct jargon or misunderstanding of anything but hope that my comments are clear.

Finally, I have read some emails from GA supporting Glen and I must say that I am amazed, it certainly appears that CASA do not talk to the people at the coal face or possibly Management is being provided with incorrect or biased information. In my experience over the past 6 months only Peter White has taken the time and effort to make himself aware of the problems.

I appreciate your taking the time to read my email and hope that it may help in resolving the current problems.

From: White, Peter <Peter.White@casa.gov.au>
Sent: Tuesday, 2 April 2019 4:37 PM
To: Glen Buckley <glen.b@auspta.com.au>
Cc: Derek Buckley <derekbuckley40@bigpond.com.au>
Subject: CASA Response to the APTA draft Contract [SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear Glen,

I refer to the draft contract provided direct to Dr Aleck. As this is an CASA operational matter, Dr Aleck has asked that I respond direct to you. I would ask that you provide any response direct to me so that I can maintain oversight of APTA matters.

I have copied Mr Craig Martin into this response as Craig will be acting in my position until next Monday (I will be away from work for Wednesday to Friday inclusive). I have also copied your father, Derek into this response based on your earlier advice this was your preference. Don't hesitate to advise me if this situation changes.

Please find attached a copy of the draft contract that you provided to Dr Aleck. I have included embedded CASA feedback at the relevant section of the contract. I have also included a guidance document that includes a templated section that could be included within your draft contract.

I am of the view if you addressed the embedded feedback in the draft contract and included the guidance material as a specific section within the APTA draft contract, CASA's concerns would be addressed.

I provide this feedback based on the content of your email to Dr Aleck, specifically,

"I am willing to place any CASA required text into the contracts that will fully satisfy CASA. If CASA is of the opinion that the contracts are deficient, it is incumbent upon CASA to advise what they require. A fundamental principle of determining that something is wrong, is that you must know what is in fact "right".

I trust the feedback provided will be helpful to you.

Don't hesitate to respond if you have any further questions,

Kind regards,

Peter M. White

Executive Manager Regulatory Services and Surveillance

From: Glen Buckley

Sent: Wednesday, 22 May 2019 11:28 AM

To: Aleck, Jonathan <JONATHAN.ALECK@casa.gov.au>

Cc: Hanton, Jonathan <Jonathan.Hanton@casa.gov.au>

Subject: Request for clarification of CASAs obligation to provide "referral rights"

Dear Dr Aleck,

As you are aware CASA is taking substantive action against APTA that has a significant impact. Throughout the process I have been very clear that I wish to lodge an appeal with the AAT. CASA has advised me that I have no action taken against me that would provide me with an opportunity to approach the AAT. You are most likely aware of my request to the Industry Complaints Commissioner, and his reply is below

"Hi Glen, I undertook to get back to you about whether CASA's correspondence of 12 February varied APTA's approval, obligating CASA to provide AAT referral rights. I've received legal advice to the effect that the letter doesn't vary the term APTA's Part 141 certificate remains valid. On that basis, CASA wasn't obliged to provide AAT referral rights. Regards, Jonathan"

I wish to be very clear, this is not intended to be blunt.

As the CEO of APTA I believe that CASA has taken highly inappropriate action and that action has had a significant and demonstrable effect on me and my business. I am wishing to have CASAs decisions challenged.

The Regulatory Philosophy at Item 6 places obligations on CASA. Can you please confirm that CASA is of the opinion that there are no "referral rights" for any action taken against APTA by CASA. I wish to avail myself of procedural fairness, hence the fair and reasonable question.

Thanking you in anticipation of your assistance,

Respectfully, Glen