

PORT MACQUARIE AIRPORT

CONDITIONS OF USE

VERSION 2.3

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CONDITIONS OF USE

These *Conditions of Use* set out the terms and conditions on which you may use our *airport* and any *services*. These *Conditions of Use* are effective on and from the date of publication and continue in force until we notify you that they are no longer effective. By using the *airport* or *services* you agree to be bound by these *Conditions of Use*.

In this document, words that appear *like this* have the meanings given in the Meaning of Words (clause 15.1).

1 Grant of rights

1.1 Rights

- (a) **General:** We grant you a non-exclusive right to use the *airport* and the *services* on the terms of these *Conditions of Use* and subject to payment of the applicable *charges*.
- (b) **Common areas:** We will allow you and your passengers to use the *common areas* in combination with other people entitled to use those areas but we may vary or withdraw that use at our discretion in accordance with clause 5 (airport closed or services unavailable).
- (c) **Regular Public Apron and Terminal:** If you wish to use the *regular public apron* and/or the *terminal*, you must first sign passenger terminal agreement (set out in Schedule 6) and pay the additional licence fees in accordance with that agreement.

1.2 Variations

- (a) **To these Conditions of Use:** We may change, replace or waive any of these *Conditions of Use*:
 - (i) by giving you at least 30 days prior written notice of the change; and
 - (ii) after consultation with you or *relevant industry bodies*, if we consider such consultation is reasonably necessary or desirable in the circumstances.
- (b) **To the charges:** We will review the *charges* annually and the reviewed charge will become effective on 1 July each year, or as otherwise notified by us. We may vary the payment terms for the *charges* at any time by giving you at least 30 days prior written notice.

2 Your obligations

- 2.1 You must (and where appropriate, must ensure that your personnel):

- (a) **broadcast zone:** at all times, observe the mandatory broadcast zone and broadcast the registration and landing details of aircraft before landing aircraft at the *airport*;
- (b) **comply with laws etc:** at all times when using the *airport* or any *service*, comply with:
 - (i) these *Conditions of Use*;
 - (ii) Section 5 (Unauthorised Entry to Aerodrome), Section 10 (Airside Vehicle Control) and Section 13 (Disabled Aircraft Removal) of the *airport operations manual* (refer Attachment A);
 - (iii) all *relevant laws* and the reasonable directions from anyone entitled by a *relevant law* to give them, including the aerodrome operating criteria published by Airservices Australia from time to time and any *security requirements*;
 - (iv) local flying restrictions; and
 - (v) our practices, policies, procedures and reasonable directions notified by us from time to time, including our audit and security requirements;
- (c) **charges:** pay the *charges* in accordance with clause 7;
- (d) **information:** provide to us:
 - (i) the *general information* listed in Schedule 3 - before you use the *airport* or any *services* and as reasonably requested by us from time to time; and
 - (ii) the *billing information* listed in clause 6 - at the times specified in that clause,and notify us of any change to the information in (i) or (ii) as soon as practicable, but no later than 30 days, after you become aware of the change. Information provided under this paragraph (d) must be provided in electronic format unless otherwise agreed with us;
- (e) **record-keeping:** keep adequate, up-to-date records concerning your use of the *airport* and the *services* under these *Conditions of Use*, in a manner that enables them to be conveniently audited and, for financial records, in accordance with any generally accepted accounting standards;
- (f) **audit and accounts:** do all things necessary to assist us in verifying and/or conducting an audit of the *billing information*, including by providing a quarterly statement containing:
 - (i) the number of *passengers* you carried to or from the *airport* during the relevant quarter; and
 - (ii) any other use you made of the *airport* which incurs a fee payable to us during that quarter,

on our request, such statements to be certified by a “qualified accountant” within the meaning of section 88B of the *Corporations Act 2001*;

- (g) **insurance:** take out and maintain the insurances specified in Schedule 4 and provide us with evidence of the currency and amount of cover under those policies, promptly on request; and
- (h) **bank guarantee:** on our request, provide an unconditional bank guarantee in a form reasonably acceptable to us and for an amount not exceeding our reasonable estimate of the *charges* you are likely to incur over a 3 month period.

3 Acknowledgements:

You acknowledge that:

- (a) by using the *airport* or any *services*, you are bound by these *Conditions of Use*;
- (b) you are responsible for familiarising yourself with the matters in clause 2.1(b);
- (c) you must not do anything that may cause us to breach any *relevant law*; and
- (d) we are not responsible for the security of aircraft or your other property.

4 Moving aircraft and Equipment

4.1 **Parking aircraft:** Unless we tell you otherwise, you may only park and/or store equipment you reasonably require to facilitate movement of your aircraft (including aircraft under your control):

- (a) within the area leased or licensed to you by us under a separate agreement; or
- (b) if there is no such agreement, behind common user equipment parking or storage lines designated by us from time to time.

4.2 **Tie down position:** You acknowledge that any tie down stakes left by you at the *airport* may be utilised by other *airport* users. A tie down stake must not protrude above ground level and we may remove protruding stakes.

4.3 **Direction to move:** We may direct you:

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

at your cost and within a reasonable time notified to you, where the continued presence of the aircraft or equipment causes a safety or security concern to us or impedes the day-to-day operation of the *airport*, the *terminal* or the *services*, or the exercise of rights by another *airport* user.

4.4 **Removal or detention by us:** If you do not comply with a direction under clause 4.3, within time or if you are in breach of these *Conditions of Use*, we may in our discretion, use reasonable means to:

- (a) move or remove the aircraft or equipment; or
- (b) detain the aircraft or equipment,

and you must pay all costs associated with us doing so.

- 4.5 **Other vehicles:** You may only bring another vehicle onto the *airport* for the purpose of moving or removing the aircraft or equipment if we consent to you doing so (which consent cannot be unreasonably withheld). We may withdraw our consent at any time if we reasonably believe that the access interferes with the day-to-day operation of, or safety at, the *airport*.

5 Airport closed or services unavailable

- 5.1 **Restricted access:** We may limit, restrict or prevent your access to or use of the *airport* or any *services* (including your right to conduct business at the *airport*) at any time where we consider this necessary:

- (a) for operational or maintenance purposes;
- (b) for development works, including if we wish to redevelop, extend, renovate demolish or rebuild any part of the *airport*, the *terminal* or the area in which the *terminal* is located;
- (c) for *special events*;
- (d) where necessary to comply with a *safety requirement* or a *security requirement*;
- (e) in the event of circumstances beyond our reasonable control; and
- (f) where we are required to do so by a *relevant law*.

- 5.2 **Notice and alternative services:** If we restrict or prevent your access or use of the *airport* or any *services* under clause 5.1, we will endeavour to:

- (a) give you prior notice, to the extent reasonably practicable; and
- (b) identify alternative *services* to be used by you during that period. However, you acknowledge that in doing so, we need to balance the needs of all affected users.

6 Provision of billing information

- 6.1 **Billing information:** You must give us the following information (“**billing information**”) in accordance with clause 6.2:

- (a) the number of *passengers*;
- (b) if applicable, the number of *aircraft landings*; and
- (c) any further information (including disaggregation of passenger numbers) we reasonably require from time to time to determine *charges* payable by you,

for each:

- (d) calendar month, if you have a credit account with us;
- (e) occasion you use the *airport* or any *services*, if you do not have a credit account with us.

You acknowledge that we use the *billing information* for billing purposes.

6.2 **Time to provide billing information:** You must give us the *billing information*:

- (a) if you have a credit account - within 7 days of the end of the relevant calendar month; and
- (b) if you do not have a credit account - before you or your aircraft or equipment leaves the *airport* for each occasion you use the *airport* or any *services*.

6.3 **Failure to provide information within time:** If you do not comply with clauses 6.1 and 6.2, we may charge you for your use of the *airport* and the *services* for the relevant *billing period* on the basis that each seat on an *aircraft landing* or departing from the *airport* during the relevant *billing period* was occupied by a *passenger*.

6.4 **Verification and audit:** We may from time to time verify and/or audit the *billing information*, including by:

- (a) directly counting *passengers*;
- (b) inspecting and copying your records and systems relating to the *billing information*; or
- (c) requiring you to provide quarterly audited statements of account in respect of the *billing information*.

6.5 **Errors in account:** If we find we have:

- (a) overcharged you, we will within 10 days of becoming aware of the error and on the basis of supporting documentation provided by you, refund the amount of the overpayment or, at our discretion, allow that amount as a credit on subsequent account; and
- (b) undercharged you, we may include an amount and appropriate supporting documentation in a subsequent invoice to recover the amount of the undercharge.

If the amount of an undercharge equals to, or is more than, 5% of the actual *charges* due for the relevant occasion or month and the undercharge was caused by a discrepancy or error in the *billing information* provided by you for that occasion or month, you must reimburse the full costs of any audit conducted by us for that occasion or month.

6.6 **Confidentiality:** We will use our best endeavours to maintain the confidentiality of any information that you provide to us and which you advise is commercially sensitive.

7 Airport Security Policy

The Port Macquarie Hastings Council endorses the security regulatory role expected of it by the Department of Transport and Regional Services (DOTARS) and publishes the requirements for security in a Security-In-Confidence document, the *Port Macquarie Airport Security Programme* (ASP).

The ASP is prepared to address specific aviation security legislation administered by DOTARS, but its provisions for regulating airside access are also sufficient to satisfy separate CASA requirements.

The aim of security procedures is to assist the safe keeping and operation of aircraft by preventing the unauthorised entry of persons, vehicles, equipment, plant, animals or the like onto the airport movement area.

RESPONSIBILITIES

Port Macquarie Hastings Council

The General Manager has overall responsibility for establishing a plan for administration and resources, to coordinate the response if a security incident occurs on the airport that involves an aircraft or airport facilities, and for the control of airside access at the airport.

The Airport Manager and the Airport Officers are responsible for implementing those aspects of the ASP that control access to the airside and restricted access areas of the airport. All Airport Officers are responsible to convey security measures and procedures to stakeholders.

Airlines

The airlines, local agents and airport stakeholders are responsible for the security and safety of their aircraft on the aircraft movement area. In accordance with the *Aviation Transport Security Act* and *Regulations*, licensed domestic airlines are required to develop and implement a Transport Security Programme approved by DOTARS. This program details procedures to protect passengers, crew and aircraft from acts of unlawful interference. Airline staff shall display an Aviation Security Identification Card whenever entering the airside security zone.

NSW Police

The NSW Police will provide security incident resolution, and community policing assistance to Port Macquarie Hastings Council in accordance with relevant NSW Government Acts, Regulations and Orders.

Airport Tenants

Airport lessees are responsible for the prevention of unauthorised access to the airside security zone or other restricted areas via any sector of the airport under their direct control, e.g. passenger facilities, aircraft hangars, workshops, buildings and leased or licensed aprons. Lessees are required to establish and enforce procedures to prevent unauthorised airside access via these areas. The staff of all tenants shall display an Aviation Security Identification Card whenever entering the airside security zone.

8 Charges and payment

8.1

- (a) the *charges* will be payable on a monthly basis;
- (b) we will send you an invoice each month for the *charges* payable in respect of the previous month, based on the *billing information* and *landing information*;
- (c) you must pay us the full amount shown on the invoice within the time, and using the payment method, specified in that invoice.
- (d) Avdata will send you an invoice monthly for the weight based component
- (e) You will be required to forward within 7 days of the end of the month passenger numbers to Hastings Council..

8.2 **Tax invoice:** An invoice provided under clause 7.1 or 7.2 will be in the form of a tax invoice.

8.3 **Disputed payments:** If you dispute an invoice:

- (a) clause 6.5 (errors in account) (if applicable) will apply; and
- (b) if the dispute relates to an overcharge, you may withhold the disputed amount until the dispute is resolved under clause 6.5, but you must pay all undisputed amounts within the time specified on the invoice.

9 GST

9.1 Unless otherwise indicated, all consideration for a supply under this *Conditions of Use* is quoted exclusive of any GST imposed on the supply.

9.2 If GST is imposed on a supply under this *Conditions of Use*, the recipient of the supply on receipt of a tax invoice will on request pay to the supplier an additional amount equal to the GST imposed on the supply.

9.3 GST applicable to the *charges* must be paid at the same time the *charges* are paid under this *Conditions of Use*.

10 Late payments and non-payment

10.1 **Notice to us:** You must notify us immediately you become aware that you will or might be unable to pay a *charge* by the due date. Neither your giving, nor our receipt, of that notice affects our rights under these *Conditions of Use*.

10.2 **Interest:** If you do not pay an amount due under these *Conditions of Use* on time, we may charge you interest on that amount (calculated on a daily basis) at the Reserve Bank's current Official Cash Rate (as published in the Australian Financial Review) plus an additional 5 percentage points.

- 10.3 **No set-off:** You must not make any set-off against or deduction from any *charges*, except as expressly agreed by us.
- 10.4 **Recovery of amounts due:** We may recover from you amounts you owe in relation to the use of the *airport* or any *service* and you must pay all our costs on a full indemnity basis in recovering from you any money due to us under these *Conditions of Use*.

11 Breach of these *Conditions of Use*

- 11.1 **Consequences of breach:** If you do not comply with a term of these *Conditions of Use* (including if you fail to pay an amount due by the due date) we may, to the extent permitted by law:
- (a) if the non-compliance relates to a breach of a *safety requirement* or a *security requirement* - immediately:
 - (i) withdraw your right to use the *airport* and any *services* under these *Conditions of Use*; and/or
 - (ii) refuse to give you, or limit your, access to the *airport* or any *services*; and/or
 - (iii) remove or detain your aircraft in accordance with clause 4.4; and
 - (b) in any other situation - after giving you 14 days' written notice:
 - (i) withdraw your right to use the *airport* and any *services* under these *Conditions of Use*;
 - (ii) refuse to give you, or limit your, access to the *airport* or any *services*; and/or
 - (iii) remove or detain your aircraft or equipment in accordance with clause 4.4 (in the case of unpaid amounts due under these *Conditions of Use*, we may detain the aircraft or equipment until you have paid all due amounts).
- 11.2 **Other action:** Nothing in these *Conditions of Use* limits our right to take any other action permitted by law, including our right to seek injunctive relief to stop you using the *airport* or any *services*.

12 Liability and indemnity

- 12.1 **Your liability:** You indemnify us against all loss, liability or expense arising out of:
- (a) any damage your aircraft causes to the *airport*, the *terminal* or the *services* or any other property of ours;
 - (b) our moving, removing or detaining any of your aircraft or equipment under clause 4.4;

- (c) claims for personal injury, death, loss, damage, liability or expense caused or contributed to by you (or your agents, employees or contractors) or your exercise of rights under these *Conditions of Use*;
- (d) misuse, waste, abuse or damage to the resources or facilities associated with the *airport*, the *terminal* or the *services* caused or contributed to by you (or your agents, employees or contractors) or your exercise of rights under these *Conditions of Use*; and
- (e) any breach by you (or your agents, employees or contractors) of these *Conditions of Use*,

except to the extent of our negligence. This indemnity is also given for the benefit of our officers, employees, agents and contractors.

12.2 **Expenses:** It is not necessary for us to incur expenses or make payment before enforcing this right of indemnity.

12.3 **Our liability:** To the full extent permitted by law, we (including our officers, employees, agents and contractors) are not liable in contract, tort or otherwise for, and you release us from, any claim by you or any other person resulting from:

- (a) loss of or damage to property (including to any aircraft, equipment, cargo or personal property located at the *airport*); or
- (b) personal injury including sickness and death to any person (including *operating crew* or *passengers*),

except to the extent of our negligence. Nor are we (or our officers, employees, agents and contractors) liable in contract, tort or otherwise for, and you release us from, any claim by you or any other person resulting from:

- (c) any loss resulting from the exercise of our rights under clause 4.4 (removal or detention) or clause 5 (airport unavailable); or
- (d) any loss resulting from any delay in the movement or scheduling of your aircraft;

12.4 **No consequential loss:** Notwithstanding anything else in this clause, we are not liable to you under these *Conditions of Use* for lost profits, lost business, lost revenue or for any special, indirect or consequential damage or loss.

12.5 **Separate and continuing obligations:** Each indemnity in these *Conditions of Use* is a continuing obligation, separate and independent from your other obligations and survives termination of these *Conditions of Use*.

13 Exclusion of warranties and conditions

13.1 **No representation:** Subject to this clause 12, we do not make any representation or warranty in connection with the use of the *airport*, the *terminal* or any *service*.

13.2 **Conditions excluded:** To the full extent allowed by law, we exclude all conditions, warranties and representations in connection with the use of the *airport*, the *terminal* or any *service* which would otherwise be implied by a *relevant law*.

- 13.3 **Limitation of liability:** If we are liable for breach of any non-excludable condition or warranty implied by any *relevant law* in connection with any goods or services supplied, then, to the full extent allowed by law, our liability is limited to:
- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again,
- except to the extent of our negligence.

14 Notices

- 14.1 **Form:** A notice, request, consent or other communication in connection with these *Conditions of Use* must be:
- (a) in writing;
 - (b) addressed:
 - (i) to us - as set out in Schedule 1;
 - (ii) to you - in accordance with the particulars given by you under these *Conditions of Use*,or such other particulars notified by a party in writing;
 - (c) delivered by hand, pre-paid post, facsimile or electronic mail, except the *general information* or *billing information* which must be provided by electronic mail unless we indicate otherwise.
- 14.2 **Delivery:** A communication is taken to be received:
- (a) if hand delivered, on the following *business day*;
 - (b) if posted, on the second *business day* after posting;
 - (c) in the case of a facsimile, at the time shown in the transmission report as the time that the whole facsimile was sent; and

- (d) in the case of electronic mail, on the following *business day* provided the sending party has not received and does not later receive an electronic message indicating the electronic mail has not been delivered to the recipient.

15 General

- 15.1 **Waiver:** We may exercise a right or power conferred on us by these *Conditions of Use* at our discretion and separately concurrently with another power or right. A single or partial exercise of a right or power does not prevent us from further exercising that or any other right or power. A failure, delay or omission by us to exercise a right or power does not prevent us exercising that or any other right or power.
- 15.2 **Governing law:** These *Conditions of Use* are governed by the laws of the Commonwealth of Australia and of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts having jurisdiction in New South Wales.

16 Dictionary and Interpretation

- 16.1 **Meaning of words:** In these *Conditions of Use*, words have the following meanings:

aircraft landing means each occasion on which your aircraft lands at the *airport*.

airport means Port Macquarie Airport, New South Wales, Australia being in the parish of Macquarie, County of Macquarie on land described in the following schedule.

- Lot 644 DP39510
- Lot 657 DP 45949
- Lot 3 DP 813358
- Lot 2 DP 547484
- Lot 1 DP 242345
- Lot 238 DP 754434
- Lot 239 DP 754434
- Lot4 DP115306 (closed road)
- Lot 644 has been further subdivided for leasehold purposes into:
 - DP 8133358 Hangar lots
 - DP 827134 NDB
 - DP 848479 BP Fuel
 - DP 877448 Corner lots

airport operations manual means our Airport Operations Manual which we produce in accordance with the *Civil Aviation Regulations 1988*, as amended from time to time and notified to you.

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

aviation operations means activities undertaken for the purposes of *regular public transport operations* and other aviation-related operations approved by us from time to time.

billing information means the information listed in clause 6.1.

business day means a day other than a Saturday, Sunday or date which is a public holiday or bank holiday in New South Wales.

charges means the charges described in Schedule 5 (subject to Schedule 7), as varied in accordance with clause 7 of these *Conditions of Use*.

common areas means those areas and facilities of the *airport* which are provided by us from time to time for common use by you and other *airport* users.

disembarking passengers means any person on any of your aircraft (including aircraft controlled by you) that lands at the *airport*, except *operating crew*.

embarking passengers means any person on any of your aircraft (including aircraft controlled by you) that departs the *airport*, except *operating crew*.

freight operation means any operation involved with freight forwarding or receiving.

general aviation operations means any air service other than a *regular public transport operation*, a *freight operation* or a *helicopter precinct*.

general information means the information listed in Schedule 3.

GST has the meaning given in the *GST Law*.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition legislation of the Commonwealth.

helicopter precinct means the area available for helicopter related activities

infant means a child under two years of age and who has not paid to occupy a seat on an aircraft.

relevant law means any present or future law (whether Act, regulation, order, by-law or other instrument) or any lawful obligation arising under such law directly or indirectly:

- (a) in relation to us, with which we must comply in respect of the *charges*, the *airport*, the *terminal*, the *services* or these *Conditions of Use*;
- (b) in relation to you, with which you must comply in respect of your aircraft or their use, the *airport*, the *terminal*, the *services* or these *Conditions of Use*; or

(c) in relation to the *airport*, the *terminal*, the *services* or their use.

MTOW means the maximum take-off weight of an aircraft.

operating crew means your employees operating as flight or cabin crew on an arriving or departing aircraft.

passenger means *embarking passengers* and *disembarking passengers*.

Regional Service means a *regular passenger transport operation* operating wholly within New South Wales (and excluding *regular passenger transport operations* to and from the Australian Capital Territory).

regular public apron means the area of the *airport* designated for use by regular public transport operations.

regular public transport operations means a service of regular scheduled flights for the public.

relevant industry bodies means a body listed or described in Schedule 8.

safety requirement means any procedure, policy, direction or other requirement relating to aviation or *airport* safety, which is specified in a *relevant law* or notified by us from time to time.

security requirement means any procedure, policy, direction or other requirement relating to aviation or airport security, which is specified in a *relevant law* or notified by us from time to time.

services means the runways, taxiways and other aeronautical services and facilities at the *airport* installed by us for the purpose of aircraft landing, taxiing or parking at or take off from the *airport* in connection with *aviation operations*, as set out in Part 1 of Schedule 2, but does not include the items excluded in Part 2 of Schedule 2.

special event is an event organised or promoted by us, or otherwise held at the *airport* including airshows, trade shows and private functions.

terminal means the Airport Passenger Terminal at the *airport*.

we or **us** or **ours** means Hastings Council and includes our respective successors and assigns.

you or **your** means:

- (a) in the case of aircraft used for *regular public transport operations* - the holder of the Air Operator's Certificate issued by Civil Aviation Authority at the time the aircraft lands at the *airport* and/or you use a *service*; and
- (b) in the case of all other aircraft - the holder of the Certificate of Registration issued by the Civil Aviation Safety Authority under the *Civil Aviation Regulations 1998* for that aircraft at the aircraft lands at the *airport* and/or you use a *service*,

and includes the respective executors, administrators, successors and assigns of such persons.

- 16.2 **Interpretation:** In these *Conditions of Use*, unless the contrary intention appears:
- (a) the singular includes the plural and vice versa;
 - (b) words denoting individuals or persons include bodies corporate and trusts and vice versa;
 - (c) a reference to an amount of money is a reference to the currency of Australia;
 - (d) reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under, the legislation;
 - (e) headings are for convenience only and do not affect interpretation;
 - (f) a reference to any document or agreement includes reference to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
 - (g) the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - (h) unless indicated otherwise, the word “month” means a calendar month and “year” means a calendar year; and
 - (i) a reference to “your aircraft” “your equipment” or “your aircraft or equipment” includes a reference to aircraft or equipment under your control.

SCHEDULE 1

Our Contact Information (Clause 13.1(b))

Our address for service of notices is as follows:

By Post:	General Manager Attention: Facilities Manager PO Box 84 Port Macquarie NSW 2444 Australia
By Facsimile:	(61 2) 6581 8123
By E-mail:	council@pmhc.nsw.gov.au
By Telephone:	(61 2) 6581 8111 (except where we require information in writing)

SCHEDULE 2

Services (Clause 1.1(a))

Part 1 - The services

We provide the following as *services* under the *Conditions of Use*:

- (a) Aircraft movement facilities and services
- Airside grounds, runways, taxiways and aprons, and associated markings.
 - Airfield lighting, airside roads/access routes, airside flood lighting on the RPT apron.
 - RPT apron parking for aircraft up to 28m wingspan.
 - General aviation aircraft parking on sealed aprons and natural surface areas.
 - Airside safety as prescribed in the Airport Operations Manual and CASA Regulation.
 - Visual navigation aids.
 - Wind Direction indicators.
 - Automatic Weather Information Service.
 - Aerodrome serviceability inspections and reporting.
 - Information published in the Aeronautical Information Publication - Enroute Supplement.
- (b) Passenger processing facilities and services
- Forward airline support areas services
 - Terminal lounges (but excluding commercially important persons lounges)
 - Public address systems, closed circuit surveillance systems and security systems
 - Baggage make-up and baggage reclaim areas
 - Public areas in terminals, public amenities
 - Flight information display systems
 - Landside roads, landside lighting and fee-free parking areas

Part 2 - Excluded services

To avoid doubt, we do not provide any of the following as a *service* under the *Conditions of Use*:

- terminal air traffic control services;
- terminal navigation aids;

- meteorological information services provided by the Bureau of Meteorology to us and relayed to you through our transmitters and other equipment;
- rescue and fire fighting services;
- en-route services;
- hangar facilities unless provided under a separate lease agreement;
- apron and ground handling services other than designating aircraft parking bays for *regular public transport* aircraft;
- cargo terminal facilities;
- livestock transport handling facilities;
- office accommodation except by lease agreement;
- quarantine waste disposal, Customs or Immigration services;
- passenger control between the terminal, other buildings or access points and parked aircraft; or
- advertising in the terminal building without prior approval.

SCHEDULE 3

General Information (Clause 2.1(d)(i))

- 1 Your name, address and contact details.
- 2 The names, addresses, telephone numbers, facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the *services* at the *airport*.
- 3 Evidence of the insurance policies you hold that are consistent with the requirements of Schedule 4 and confirmation that these policies will remain current at all times when you are using our *facilities* and *services* at the *airport*.
- 4 Ground handling arrangements for *passengers* and cargo.
- 5 Arrangements for the removal or relocation of stationary aircraft.
- 6 Details of the type, registration and MTOW of each aircraft which you intend to use and base at the *airport*.
- 7 A copy of the portion of your Safety Management System as required by the Civil Aviation Safety Authority that applies to your operations on the *airport*.

SCHEDULE 4**Insurance Requirements (Clause 2.1(g))**

Group / Classification	Third Party Liability
	Combined single limit for third party liability for any one accident/incident occurrence to be not less than:
<u>Fixed Wing Aircraft</u>	
1. 3,000 kg MTOW or less	A\$10,000,000
2. 3,001 kg – 5,700 kg MTOW	A\$20,000,000
3. 5,7001 kg – 8,000 kg MTOW	A\$100,000,000
4. 8,000 kg MTOW and above	A\$100,000,000
<u>Helicopters(charter/operator</u>	
1. up to two passenger seats	A\$10,000,000
2. three and four passenger seats	A\$20,000,000
3. more than four passenger seats	A\$50,000,000
4. Maintenance operation	A\$10,000,000
5. Repair operation	A\$10,000,000
<u>6</u>	
<u>Ground Operations</u>	
Vehicles authorised for use airside	A\$10,000,000

SCHEDULE 5**Charges (Clause 7)**

Type of use	Applicable charges under Schedule 5
Regular Passenger Transport operations at Terminal	<ul style="list-style-type: none"> • Item 1 • Item 2 • Item 3 (where applicable) • Item 4
Freight operations	<ul style="list-style-type: none"> • Item 2 • Item 3 (where applicable)
General aviation operations	<ul style="list-style-type: none"> • Item 2 • Item 3 (where applicable)
Helicopter operation	<ul style="list-style-type: none"> • Item 4

1. General

The Port Macquarie Hastings Council charges are amended and published annually in its Schedule of Fees and Charges

2. Passenger Charge – RPT and Charter Services Facilitated Through the Airport Terminal.

RPT current charges (2003/04) are – weight based aircraft movement charge of \$6.50 (GST exclusive) per 1,000kg MTOW pro rata and passenger fee of \$10.20 (GST exclusive) per Embarking and Disembarking Passenger (excluding Transit Passengers, Transfer Passengers, non-fare paying Infants, Childcare, Angel Flight and Air Ambulance/Flying Doctor) on fixed wing passenger aircraft embarking or disembarking passengers through the Port Macquarie Airport Terminal.

3. Runway Charge – Domestic and Regional Services, Dedicated Freight Services and General Aviation

For each fixed wing powered and un-powered aircraft (including ultralights) not subject to passenger charges under 1, above, a weight based charge per runway movement of \$6.50 (GST exclusive) per 1,000kg MTOW pro rata. For local operators, in lieu of weight

based movement charge an annual fee applies, commercial \$740 (GST exclusive), private \$320 (GST exclusive).

4. **Aircraft Parking Charge**

Parking Charges are not currently charged at Port Macquarie Airport.

5. **Helicopter Charge**

For each rotary wing aircraft arriving or departing from any approved part of Port Macquarie Airport, including leased or licensed premises, a weight based charge per runway movement of \$6.50 (GST exclusive) per 1,000kg MTOW pro rata. For local helicopter operators, in lieu of weight based movement charge an annual fee applies, commercial \$370 (GST exclusive) private \$165 (GST exclusive).

6. **Combination passenger/freight aircraft**

If you operate an aircraft that carries a combination of passengers and freight, where freight is carried in areas of the aircraft typically used for carrying passengers, you must advise us of the aircraft configuration and agree to pay a combination of the charges in this Schedule 5 that we consider to be reasonable.

SCHEDULE 6

Passenger terminal agreement (clause 1.1(c))

If you are conducting *regular public transport operations* and using our terminal facilities for checking in passengers, then you must make suitable arrangements to use the current Flight Information Display System equipment for flight time information.

AUTHORITY

1. **Port Macquarie Hastings Council** gives to ("the Operator") authority to use with other operators the common user area in the Terminal Building at Port Macquarie Airport shown on the attached plan ("the area") for the purpose of passenger / client processing.

2. **This Authority** is valid for the duration that you, the Operator, continues to fly Regular Public Transport route to/from Port Macquarie Airport or operate a business concession within the Terminal.

3. **The Operator**
 - may use the area at any time 24 hours a day, but only for one hour before and ½ hour after the Operator's flight arrivals and departures, as varied for off scheduled flights;
 - must provide procedures for safely managing passengers airside between aircraft and terminal;
 - must leave the area clean and tidy after use;
 - must secure the area after use;
 - must not prevent or restrict other operators from using the area;
 - may only erect signs which are approved by Port Macquarie Hastings Council;
 - must take such steps as are reasonably necessary to prevent smoking in the area;
 - must comply with the relevant sections of our *Aerodrome Manual*; and
 - must return all keys to the Hastings Council at the expiration of this Authority.
 - Must park aircraft in accordance with the apron markings provided.

- A. **The Operator must not:**
 - Park longer than 4 hours unless the aircraft is mechanically unserviceable or remaining overnight for an early morning departure.

THE COMMON SEAL of

is duly affixed by authority of its directors in the presence of:

.....
Signature of authorised person

.....
Signature of authorised person

.....
Office held

.....
Office held

.....
Name of authorised person (block letters)

.....
Name of authorised person (block letters)

SIGNED by

in the presence of:

.....
Signature of witness

.....
Signature of [name]

.....
Name of witness (block letters)

SCHEDULE 7

New Services and Special Events (Clause 7)

We recognise that the introduction of new services requires significant investment by airline customers, particularly when those services are scheduled outside periods of peak demand. We will examine with you the possibility for economic and infrastructure development of the Port Macquarie district through initiatives for new domestic or regional air routes. We are proposing to assist customer airlines that introduce new routes to/from Port Macquarie.

1. Increased Frequency of Services

A service that increases the frequency of service to any destination by an operator to a level greater than at any time over the previous three years, may be considered for a discount on the full rate of Aeronautical Charges referred to in paragraphs 1, 2 and 5 of Schedule 5, or any other charge that may be agreed, during the first 12 months on those additional new services.

2. Increased Passenger Numbers

As an incentive for an airline to increase passenger numbers, Port Macquarie Hastings Council will consider annual increases over the previous 2 years of greater than 5% and apply a discount of up to 50% on the increase, of the passenger fees for Embarking and Disembarking Passenger as given in Schedule 5.

3. Positioning, Special Events, Training and Demonstration flights

The General Manager will consider discounts for positioning, special events, training and demonstration flights on a case-by-case basis. Special events may attract extra costs to provide security and crowd control to be determined upon application to the General Manager of Port Macquarie Hastings Council.

4. Rescheduling existing peak period services

We will assist to facilitate and negotiate with the principal the organiser for the orderly conduct of special events. The General Manager will consider discounts for services being relocated from a peak period to an off-peak period on a case-by-case basis. Discounts will not be granted for schedule changes resulting from daylight savings time changes in Australia.

In determining whether a discount should be applied in any of the above circumstances, and the level of the discount, the General Manager will have regard to the net impact on overall Port Macquarie Airport services and off-peak period services by an airline, and where relevant, its commercial and alliance partners.

This Schedule is not intended to confer any right to a discount. Rather it sets out the circumstances in which consideration will be given to granting a discretionary discount. The decision of the General Manager as to whether to grant a discount in any particular case is final.

Discounts will be paid as a rebate at the end of each scheduling season, unless otherwise agreed.

SCHEDULE 8

Relevant Industry Bodies (Clause 1.2(a)(ii))

Relevant industry bodies referred to in the *Conditions of Use* include:

- Aircraft Owners & Pilots Association of Australia
- Australian Air Transport Association
- Australian Airports Association
- Australian Business Aircraft Association Inc
- Board of Airline Representatives of Australia Inc
- Helicopter Association of Australia
- International Air Transport Association
- Overnight Air Freight Operators Association
- Regional Airlines Association of Australia Limited
- Royal Federation of Aero Clubs of Australia

and any other organisation determined by us to be considered a *relevant industry body* for the purposes of the *Conditions of Use*.

Schedule of Amendments

<i>Version</i>	<i>Effective Date</i>	<i>Nature of Amendment</i>
Version 1.3	1 November 2003	Draft for discussion.
Version 1.4	1 January 2004	New Draft for discussion.
Version 2	1 June 2004	Updated comments internal, Airports Plus and Mark Stocks, solicitor.
Version 2.2	18 October 2004	Finalised by Mallesons Stephen Jacques, solicitors.
Version 2.3	1 January 2006	Council Logo + Name Changes