



Essendon Fields Airport

Conditions of Use
Effective 1 July 2021

This is an important legal document.

By using Essendon Airport, you agree to the
Conditions of Use for Essendon Airport.



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1 Use of Essendon Fields Airport

1.1 Acceptance of Conditions of Use

- a) By using any Aeronautical Infrastructure at Essendon Fields Airport, you accept these Conditions of Use and use the Aeronautical Infrastructure subject to these Conditions of Use, as varied from time to time.
- b) These Conditions of Use take effect from 1 July 2021 and are current until we change, replace, or withdraw them.
- c) These Conditions of Use are also available on our website <https://ef.com.au/airport/operations/#fees> or at our office at Level 2, Essendon Fields House, 7 English Street, Essendon Fields, Victoria 3051.
- d) These Conditions of Use are binding on all users at all times.

1.2 Amendment to Conditions of Use

We may change, replace, or withdraw any part of these Conditions of Use, including the Aeronautical Charges, at any time after providing 30 days prior written notice. This notice may be provided in a tax invoice or statement sent to you, or by publication on our website or advertisement of the change in a newspaper with local circulation.

1.3 Definitions

Terms or words used in this document are explained in clause 20.

2 Information we require before you use our Aeronautical Infrastructure

2.1 If you are a new user

Before using our Aeronautical Infrastructure you must give us in writing:

- a) your name, address and contact details;
- b) your billing details or a direct debit authority, as agreed;
- c) evidence that you have a security program that meets the requirements of our security arrangements and any relevant requirements of the Air Navigation Act 1920 (Commonwealth);
- d) evidence that you have an Air Operators Certificate (AOC) endorsed for operations at Essendon Fields Airport;
- e) if you operate RPT Operations, evidence that you have in place emergency procedures in connection with all potential threats to passengers, cargo and our Aeronautical Infrastructure as appropriate to your operations and at least to the standard required to comply with our Airport Emergency Procedures;
- f) the names, addresses, telephone numbers, facsimile numbers and all other contact details of your key personnel whom we can contact at any time about emergencies, security, operational or financial matters in connection with you using our Aeronautical Infrastructure;
- g) evidence of the insurance policies you hold that are consistent with the requirements of clause e) and confirmation that these policies will remain current at all times when you are using our Aeronautical Infrastructure;
- h) details of your ground handling arrangements for passengers and cargo, including contact details, if required for your operations;
- i) arrangements for the removal of stationary aircraft;
- j) details of type, registration and MTOW of each aircraft which you intend to use at the Airport;
- k) a completed Information Form (see [Annexure B](#)); and
- l) a completed Notification of Aircraft Details form (see [Annexure C](#)) for all your RPT, General Aviation and other non-Regular Public Transport Operations aircraft which are likely to be using our Aeronautical Infrastructure.

2.2 If you are an existing user

If you are an existing user of our Aeronautical Infrastructure, you only need to provide us with:

- a) information that you have not previously supplied;
- b) information we specifically request from time to time; and
- c) the details of any changes to information you have previously supplied.

2.3 You are required to notify us of any changes

You must provide us in writing the details of any changes made to information you have provided to us within 14 days of such change.

2.4 Additional requirements if you conduct RPT or Charter Operations or use Terminal facilities

If you conduct RPT or Charter Operations to or from the Airport, or use our Terminal facilities at any time, then within 5 days of the end of each calendar month you must also provide us with details in writing of the number of passengers you embarked and disembarked at the Airport during each calendar month.

2.5 Provision of information

You can provide information to us by any of the following means:

- | | |
|--|---|
| by mail: | Attn: Aviation Operations Manager
Essendon Airport Pty Ltd
Essendon Fields House
Level 2, 7 English Street
Essendon Fields, Victoria 3041 |
| by facsimile: | (03) 9948 9330 (Attn: Aviation Operations Manager) |
| by email: | aviation@ef.com.au |
| by telephone (except where we require information in writing): | (03) 9948 9300 |

2.6 We may require bank guarantee or other security

If we request you to do so, you must within 14 days of our request, provide us with an unconditional bank guarantee in a form reasonably acceptable to us, as security for performance of your obligations under the Conditions of Use. This bank guarantee must not have an expiry date and be for an amount equal to our reasonable estimate of the Aeronautical Charges that you are likely to incur over a 6-month period, or such other amount we determine appropriate.

3 Using our Aeronautical Infrastructure

When using our Aeronautical Infrastructure, must comply with:

- a) these Conditions of Use;
 - i) the operational requirements of the Airport as published in ERSA and NOTAMs;
 - ii) the requirement that aircraft operate in accordance with the Air Navigation (Essendon Fields Airport) Regulations 2018.
 - iii) all relevant Legislation, including ensuring that any required Aviation Safety Identification Card or Visitor Identification Card is held;
 - iv) other conditions, instructions, orders and directions necessary for the day-to-day operation of the Airport;
 - v) local flying restrictions, including curfew restrictions; and
 - vi) any directions from the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications, the Civil Aviation Safety Authority of Australia or Airservices Australia or any other regulatory authority having jurisdiction.
- b) You must not do anything which puts us in breach of any Legislation.
- c) You accept that:
 - i) access to our Aeronautical Infrastructure is subject to the demands of other users of the Airport; and
 - ii) use of the Airport is constrained by Legislation including that dealing with curfews.

4 Common User Areas

4.1 Check in counter

If you use our Terminal Building for processing passengers, you must comply with our current requirements regarding use of the check in counter.

4.2 Apron areas

Apron areas are common user parking areas that are managed by us and are subject to parking fees. Unless you have a separate written agreement with us for parking of aircraft on a designated part of the apron, you must comply with our current requirements regarding use of the apron areas, only park on that part of the apron directed by us, and pay the parking fees as described in [Annexure A](#) in accordance with clause e)ii).

Any aircraft operator that does not comply with the directions that are given in relation to apron parking and the use of apron areas may be subject to a parking fine and access rights to the airport infrastructure revoked.

5 Jet Crossing

- a) Requests for using the jet crossing require you to give us the following minimum notification times:
 - i) For departing aircraft during hours when one of our Airport Operations Officers is on duty: 60 minutes prior to estimated departure time;
 - ii) For arriving aircraft during hours when one of our Airport Operations Officers is on duty: 60 minutes prior to estimated arrival time;
 - iii) When one of our Airport Operations Officers is not on duty: 24 hours before required opening time.
- b) If you become aware that the required time for the jet crossing to be opened has changed, you must immediately notify the Airport Operations Officer.
- c) You must ensure that an aircraft does not use the jet crossing until such time as the jet crossing gate signal light is green and the gates are fully open.
- d) You must ensure that aircraft using the jet crossing do so in a safe manner, without injury or damage to other aircraft, vehicles or persons.
- e) We reserve the right to not operate the jet crossing outside the Airport Operations Officer duty hours. We may also:
 - i) undertake maintenance to the jet crossing when we deem this is required; and
 - ii) deny access to the jet crossing if the required advance notice has not been provided to us.

6 Aeronautical Charges

6.1 Aeronautical Charges for using Aeronautical Infrastructure

- a) You are liable for and must pay us the applicable Aeronautical Charges.
- b) In the case of an aircraft used for General Aviation or other non-Regular Public Transport Operations, where the holder of the Certificate of Registration satisfies us by notification in writing to us before the eighth day of the month following the use of the Aeronautical Infrastructure that the holder of the Certificate of Registration was not the Operator of the aircraft at the time of the use and supplies in the notice, the name and address of the Operator of the aircraft at the time of the use, we may accept payment from the Operator of the aircraft in lieu of you if such payment is received promptly, but at all times, you remain primarily liable to pay the applicable Aeronautical Charges in the event that payment is not received from the Operator.

- c) The Aeronautical Charges:
- i) accrue from day to day;
 - ii) are payable in Australian dollars only;
 - iii) are payable in full, without deduction, set off or counterclaim;
 - iv) if you have a credit account with us, are payable within 14 days of use of our Aeronautical Infrastructure or such later date specified in our invoice to you; and
 - v) if you do not have a credit account with us or have not made other prior arrangements with us in writing, you must pay the Aeronautical Charges you owe before your aircraft leaves the Airport.
- d) You must pay the sum which the invoice shows are owing within the time stated for payment on the invoice by one of the following methods:
- i) by direct deposit into our bank account:
 - Essendon Airport Pty Ltd
Westpac Banking Corporation
360 Collins Street, Melbourne VIC
BSB 033-000
Account No. 440322
 - ii) by cheque made payable to Essendon Airport Pty Ltd; or
 - iii) by any other method approved by us in writing or shown on the invoice.
- e) If a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor ("administrator") is appointed (whether or not by an order of a court) in respect of the affairs or assets of a person liable for Aeronautical Charges in respect of use of our Aeronautical Infrastructure, then the administrator is jointly and severally liable with that person for all Aeronautical Charges in respect of each use which occurs during the currency of the administrator's appointment.
- f) If the Airport or EAPL become subject to a sale by the Commonwealth of Australia in whatever form, you agree that we are entitled to provide to the Commonwealth of Australia and its advisers and any prospective purchasers and their advisers, any information we hold relating to you, your use of our Aeronautical Infrastructure, Aeronautical Charges applicable to you or debts you owe to us.

7 Goods and Services Tax

- a) The Aeronautical Charges, as amended from time to time are exclusive of GST. You must pay GST in addition to the Aeronautical Charges that are payable for your use of our Aeronautical

Infrastructure at the same time and in the same way as you are required to pay the Aeronautical Charges.

- b) We will issue a tax invoice to you as required by law.
- c) If an adjustment event arises in connection with a supply made under these Conditions of Use, the supplier must give the other party an adjustment note in accordance with GST law.
- d) If these Conditions of Use require one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed to by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.

8 Late Payments

- a) If you do not pay any amount you owe us on time you must pay interest on the amount due from and including the day the amount becomes payable up to and including the day you pay the amount due in full. Interest is also payable on overdue interest.
- b) Interest is calculated daily at the rate of 15% per annum.
- c) If within 7 days of receiving an invoice from us, you notify us in writing that you dispute any Aeronautical Charge shown in that invoice and in our reasonable opinion you have reasonable grounds to dispute it, then we will negotiate with you in good faith with a view to resolving the dispute.
- d) In the case of a dispute, any undisputed amounts, or portions, are to be paid within the time required by the invoice.
- e) If you do not pay us an undisputed amount you owe us within 28 days after it is due for payment, or if negotiations over disputed amounts undertaken in accordance with clause 8b) have failed to resolve the dispute, we may:
 - i) refuse to allow any or all of your aircraft to use our Aeronautical Infrastructure;
 - ii) detain any of your aircraft pursuant to a specific lien until you have paid all due Aeronautical Charges and interest;
 - iii) take any other action against you that the law allows to recover any amounts you owe us.

9 Failure to comply with these Conditions

- a) In addition to clause 8, we may, subject to our obligations under Legislation and the Airport Lease, give you 7 days notice in writing to cease using our Aeronautical Infrastructure if you do not comply with these Conditions of Use.

- b) If you do not comply with any safety or security requirements, we may give you notice to comply immediately.

10 Moving Aircraft

- a) We may order you to:
 - i) move an aircraft to another position at the Airport; or
 - ii) remove an aircraft from the Airport,
 - iii) (subject to air traffic clearances) at your cost and within a specified time, being a period that we consider in all the circumstances to be reasonable.
- b) If you do not comply with our order under clause 10(a) within the specified time, we may move or remove the aircraft.
- c) We may move or remove any aircraft at any time if the aircraft forms a threat, or is perceived as a threat, to aviation safety or if ordered by any authority, including the Commonwealth Department of Infrastructure, Transport, Regional Development and Communications, the Civil Aviation Safety Authority of Australia, Airservices Australia, the Office of Transport Security, the Australian Federal Police or any other regulatory authority having jurisdiction.
- d) If we move or remove an aircraft in accordance with clauses b) or b):
 - i) you must pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and
 - ii) we are not liable for any loss, liability or exposure you incur arising out of the removal;
 - iii) you are liable for and indemnify us, our officers, employees, contractors and agents against any personal injury, death, loss or damage sustained in moving the aircraft or caused or contributed to by your failure to comply with our order.

11 Disabled Aircraft Removal Plan

- a) You must have a copy of the Essendon Airport Pty Ltd Disabled Aircraft Removal Plan. A copy can be requested by emailing aviation@ef.com.au
- b) Prior to commencing operations at the Airport, you must submit to us a company airport specific disabled aircraft recovery plan with an action plan you will follow if one of your aircraft is disabled at the Airport.
- c) You are responsible for:
 - i) maintaining detailed contingency plans for aircraft recovery;

- ii) planning recovery action as soon as you are notified of an incident involving a disabled aircraft;
 - iii) obtaining Australia Transport Safety Bureau (ATSB) approval for the moving of the aircraft, in consultation with us;
 - iv) removing, and the acceptable disposal of, fuel and/or dangerous cargo;
 - v) removing and storage of the aircraft, parts and other items associated with the disabled aircraft; and
 - vi) maintaining a flexible approach to decision making during the period of recovery as the Airport may still be open to other airlines or aircraft operators.
- d) We are responsible for the appointment of a person to coordinate aircraft recovery operations (Aircraft Recovery Coordinator).
- e) If you cannot undertake recovery, or are dilatory in doing so, we may, but are not obliged to (including where you have not indemnified us to do so), initiate and carry out aircraft recovery.
- f) We will not be responsible for any damage sustained during the recovery of an aircraft. The authoritative provisions of the Essendon Airport Disabled Aircraft Recovery Plan do not imply that other proper recovery procedures may be used for removal of disabled aircraft.
- g) We may, but are not obliged to, act on the instructions of any of your personnel, which in the responsible opinion of the Aircraft Recovery Coordinator have actual or ostensible authority to give instructions concerning a disabled aircraft.
- h) In the event you have a disabled aircraft at the Airport:
- i) you hereby release and indemnify us:
 - A) from any liability as a result of any act or omission or other deficiency of us, our officers employees, agents or contractors (including the recovery of a disabled aircraft under the Essendon Airport Pty Ltd Disabled Aircraft Removal Plan) causing loss or damage of any kind whatsoever, including bodily injury, property damage and financial loss and whether incurred by you, the owner of the aircraft or any third party;

in carrying out any power or authority conferred on it under the Essendon Airport Pty Ltd Disabled Aircraft Removal Plan; and

- ii) you must pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed.

12 Sale of Aircraft

- a) If any Aeronautical Charge is not paid within 90 days of the due date, you agree that we may either:
 - i) issue a notice to you directing that you remove any or all of your aircraft from our Airport and if you fail to comply with our notice within 21 days of us issuing the notice, we may:
 - A) remove your aircraft from the Airport and add the removal costs to the amount owing by you to us; or
 - B) by further notice to you in writing, deem the aircraft or any of them to have been abandoned and by virtue of this clause treat the title to the aircraft as having been irrevocably transferred to us by you pursuant to this clause a)i)B and that we may then sell your aircraft and/or any other item of your property on the Airport to recover the outstanding amount together with interest, costs and administration fees;

OR:

- b) by notice to you in writing, deem the aircraft or any of them to have been abandoned and by virtue of this clause treat the title to the aircraft as having been irrevocably transferred to us by you pursuant to this clause b) and that we may then sell your aircraft and/or any other item of your property on the Airport to recover the outstanding amount together with interest, costs and administration fees.
- c) We are entitled to nominate the method by which we sell the aircraft and any other property and by using our Aeronautical Infrastructure you agree that we are entitled to do so.
- d) We will not be liable for any loss, liability or exposure you incur arising out of:
 - i) anything we do or do not do in exercising our right of sale under these Conditions of Use; and
 - ii) our application of the sale proceeds.

13 Airport Closed or Services Unavailable

- a) We will endeavor to keep our Aeronautical Infrastructure available for you to use, subject to reasonable requirements for operational purposes, maintenance and developments or events beyond our reasonable control.
- b) If reasonably possible, we will notify you before we make any part of our Aeronautical Infrastructure unavailable.
- c) Our responsibilities under this clause 13 are subject to clauses b) and 15.

- d) If at any time, safety or operational requirements mean that we consider it necessary to declare our facilities or services at the Airport to be wholly or partly unavailable for use by you, we will use our reasonable endeavours to identify alternative facilities and services which might be available for use by you, but the use of such alternative facilities or services shall be a matter for decision by you. You acknowledge that in doing so, we will need to balance the needs of all affected parties so far as we reasonably can.

14 Services we do not provide

We do not provide:

- a) aircraft, building, motor vehicle or other security services;
- b) terminal navigation services;
- c) rescue and fire fighting services;
- d) en-route services;
- e) meteorological services;
- f) hangar facilities;
- g) quarantine waste disposal, customs or immigration services; or apron services other than allocating aircraft parking bays.

Our Aeronautical Charges do not include fees for these services or fees for things we provide outside the scope of these Conditions of Use.

15 Release and Indemnity

- a) We and our officers, employees and agents are not liable for and you indemnify us (including our officers, employees and agents) from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:
 - i) loss of or damage to any property caused for any reason, including to an aircraft, its equipment, its load or the property of its crew or passengers at the Airport;
 - ii) personal injury, disease or death to any person caused for any reason, including to the crew or passengers of, or persons servicing an aircraft at the Airport; or
 - iii) breach of any legislation, caused by or to the extent contributed by your (or your employee's, agent's or invitee's) act, negligence or default, unless, and then only to the extent, caused by our negligence or the negligence of our officers, employees or agents.
- b) We and our officers, employees and agents are also not liable for, and you indemnify us against:

- i) any loss you suffer for any reason because the Airport or any part of it is closed or any Aeronautical Infrastructure is unavailable;
 - ii) any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft; or
 - iii) any consequential injury, loss or damage in connection with the use of or closure of the Airport (including anything referred to in paragraphs (a) and (b) of this clause 15).
- c) You are liable for and indemnify us against:
- i) any damage your aircraft causes to our property;
 - ii) any costs we incur in moving or removing your aircraft under clause 10 or clause 11 or selling your aircraft under clause h)ii); and
 - iii) claims for personal injury, death, loss or damage to property caused or contributed to by you.
- d) Notwithstanding the above, we shall in no circumstances be liable to you or any party claiming through you for any consequential damages whatsoever.
- e) You further agree to indemnify us for any costs we may incur in the recovery of a debt due and payable by you, on a full indemnity basis, including but not limited to, court costs and filing fees, legal fees and disbursements, the costs of any necessary service provider and airport administration costs.

16 Insurance

- a) You must:
- i) take out a policy of insurance (including aviation liability and public liability) for at least the sum of \$20,000,000 (or such other sum as we may direct in writing) insuring against all claims which may be brought against either you or us for bodily injury (including death) and/or damage to property arising out of the use of your aircraft or the Airport by you or any other party you authorise to use the aircraft or the Airport; and
 - ii) at all times when required by us, promptly produce evidence showing that the insurance is in force for the sum required.
- b) If you fail to insure as required by this clause e), we may deny you use of your aircraft at the Airport in relation to the Aeronautical Infrastructure until you have satisfied us that such insurance is in force.
- c) The sum insured as stated in clause e)(a)(i) or as otherwise directed is not the limit of your liability but merely a reasonable minimum amount of insurance that must be maintained.

17 Exclusion of Warranties and Conditions

- a) We do not make any representation or warranty in connection with the use of the Airport and/or our Aeronautical Infrastructure and we exclude all implied warranties and conditions that can be excluded.
- b) If a warranty or condition is implied under any legislation in connection with the goods and services we provide and it can be excluded, we exclude it and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:
 - i) in the case of goods, any one or more of the following:
 - A) the replacement of the goods or the supply of equivalent goods;
 - B) the repair of the goods;
 - C) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - D) the payment of the cost of having the goods repaired; or
 - ii) in the case of services:
 - A) the supplying of the services again; or
 - B) the payment of the cost of having the services supplied again.

18 Miscellaneous

18.1 Governing law

- a) These conditions are governed by the law of Victoria. You and we agree to take legal proceedings in connection with these Conditions of Use only in courts located in Victoria and courts of appeal from them.
- b) If any part of these conditions is unenforceable, these conditions are taken to be modified to remove that part. The rest of these conditions are not affected by that part being removed.

18.2 Service of notices

- a) A notice or other communication in connection with these Conditions of Use must be:
 - i) in writing unless expressly specified otherwise in these Conditions of Use, and
 - ii) if directed to us:
 - A) left at the address; or

- B) sent by prepaid ordinary post (airmail if posted to or from a place outside Australia); or
 - C) sent by facsimile to the facsimile number; or
 - D) sent by email to the address, facsimile number or email address specified in clause 2.5, or such other address as notified as address for notices;
- iii) if directed to you:
- A) left at your address; or
 - B) sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to your registered address;
 - C) sent by facsimile to the facsimile number; or
 - D) sent by email to the email address
 - E) notified by you to us in writing from time to time. Initially, the address details will be as specified in the Information Form.
- b) Unless a later time is specified in it, a notice or other communication takes effect from the time it is received.
- c) A letter, facsimile or email is taken to be received:
- i) in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting;
 - ii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause; and
 - iii) in the case of an email, on receipt by the sender of a confirmation of receipt of email after sending the email.

19 Privacy and Data Protection

- a) This condition only applies to Personal Information we collect, use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.
- b) We may collect Personal Information from you in relation to your use of the Aeronautical Infrastructure at Essendon Fields Airport:
- c) for the purposes of operation and administration of the Essendon Fields Airport and for the enforcement of these Conditions;

- d) for the purposes of disclosure to professional advisers, government and regulatory authorities and to our corporate group or alternatively to a third party for use in the case of the sale, transfer or assignment of the whole or any part of our business or Essendon Fields Airport, its assets and facilities;
- e) for the purposes of research by third parties authorised by us, statistical analysis by us, and for the purposes of marketing the Airport and services offered by us to users of the Airport.
- f) Collection may be required or authorised under the Airports Act 1996, the Civil Aviation Act 1988 (or regulations under such legislation).
- g) By using Essendon Fields Airport, you consent to us using and disclosing your Personal Information for the purposes set out in this clause.
- h) We do not disclose information outside Australia.
- i) In our collection, use and disclosure of your Personal Information, we will comply with the requirements of the Privacy Act 1988 (Cth).
- j) You acknowledge that if we are not able to collect the personal information we request, your ability to use our services may be limited.
- k) If you provide us with information about any other individual, you agree to inform the individual of the matters in this clause 19.
- l) See <https://ef.com.au> for our privacy policy, which contains information on how you can seek access to personal information we hold about you (if you are an individual) and how we deal with complaints about our handling of personal information.

20 Definitions

In these Conditions of Use:

Aeronautical Charges means the charges under the Aerodrome Landing Fees Act as published on our website from time to time. The current version as at 1 July 2020 is provided in [Annexure A](#).

Aeronautical Infrastructure means our runways, taxiways and aprons and our other facilities and services at the Airport.

Airport means Essendon Fields Airport, Victoria, Australia, and includes all hangars, other buildings, roads and other areas and facilities within the boundaries of the Airport.

Airport Lease means the lease of the Airport from the Commonwealth of Australia to EAPL.

Air Operator's Certificate means the certificate of that name issued under Division 2 of Part 111 of the Civil Aviation Act 1988.

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

Charter Operations means air service operations in which aircraft are used:

- i. for the carriage of passengers or cargo for hire or reward to or from any place, but which are not conducted in accordance with fixed schedules to and from fixed terminals; or
- ii. for the carriage, in accordance with fixed schedules to and from fixed terminals, of passengers or cargo or passengers and cargo in circumstances in which the accommodation in the aircraft is not available for use by persons generally.

Day means a period of 24 hours commencing at midnight, and references to time of day are references to local time at the Airport.

EAPL means Essendon Airport Pty Ltd ACN 095 653 964.

ERSA means Enroute Supplement Australia.

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

General Aviation means any airservice other than a regular public transport operation or RPT.

GST means Goods and Services Tax.

GST Act means the New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).

International Operations means operations that involve departure from a point outside Australia or arrival at a point outside Australia.

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

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

NOTAM means Notice to Airmen.

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

Person includes a corporation or other organisation or enterprise.

Personal Information means information about an individual whose identity is apparent or can reasonably be ascertained from that information.

Registered in relation to an aircraft means that the aircraft is registered on the Australian Register of Aircraft or is a foreign aircraft capable of being lawfully flown in Australia.

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

use (in relation to our Aeronautical Infrastructure) includes but is not limited to aircraft landing, taking off, taxiing or parking, or discharging or taking on passengers or cargo, or aircraft being maintained or serviced in any way.

We or **us** or **ours** means EAPL and includes our successors and assigns.

You or your means:

- a) in the case of aircraft engaged in domestic or international RPT Operations or charter operations:
 - i) the holder of the Air Operator's Certificate at the time of use of our Aeronautical Infrastructure; or
 - ii) where the holder of the Air Operator's Certificate has informed us in writing that another person will be the Operator of the aircraft, and such Operator has received a copy of these Conditions of Use prior to their use of the Airport, the Operator at the time of use of Our Aeronautical Infrastructure;
- b) in the case of aircraft used for General Aviation, and other non-Regular Public Transport Operations, the person who is identified as "Owner" in the Notification of Aircraft Details form or if no one is so identified, the holder of the Certificate of Registration at the time our Aeronautical Infrastructure is used, and includes your executors, administrators, successors and assigns. If you consist of more than one person or are a company, then each person or the company is jointly and severally liable under these conditions with each of the others

21 Annexure A

Aerodrome Landing Fees Act 2003



Essendon Airport Pty Ltd gives notice that the following fees have, under the **Aerodrome Landing Fees Act 2003** ("Act"), been fixed and operate at Essendon Fields Airport on and from 1st July 2021.

Landing Fees		MTOW	Charges
A fee for a fixed wing or rotary wing aircraft		Per 1,000kg (pro rata) of aircraft max take-off weight	Minimum Charge
Fixed Wing Arrival		\$23.00	\$53.00
Rotary Wing Arrival MTOW less than or equal to 3000kg		\$16.00	\$31.00
Rotary Wing Arrival MTOW greater than 3000kg		\$18.00	
Fixed Wing approach that doesn't touch runway		\$18.00	\$18.00
Annual fee for maximum 55 landings PA by EF based recreational use aircraft at or below 1500kg. Revert to casual rate after 55 landings within 12 months. To be paid in advance			\$2,475.00
Aircraft Parking Fees			
a.	Apron Parking	- per 24 hrs or part thereof	\$12.50
b.	Annual Parking per square meter for parking area.		\$30.00
Parked Aircraft (Fixed wing or rotary) that infringes movement area (wing or tail intrudes taxi lane)			\$530.00
Refer to the Airport Conditions of Use regarding removal of aircraft in arrears of parking fees. Parking directly outside hangar doors – Overnight fees will apply. Maintenance – MRO may store aircraft in maintenance in designated licenced areas only or standard charges apply.			
Passenger Fees and Charges			
Regular (RPT) users – individual airline packages can be negotiated by the General Manager and CEO			
Passenger Fees (in addition to the above landing fees) – Use of the RPT Apron requires written approval of the airport operator and is subject to airport approval of the operator.			P.O.A subject to RPT Agreement
Government Mandated Security Charges – (as per individual RPT agreement)			P.O.A subject to RPT Agreement
Vehicle and Airside Access Charges			
Authority to Drive Airside (ADA) – up to 2 years valid on passing EAPL course			\$90.00
Authority to Use Airside (AUA) – Ground Services Equipment & Operational Vehicles Per 2 years for each unit			\$300.00
Authority to Use Airside (AUA) – all other vehicles Per 2 years for each vehicle			\$2,040.00



Airside Access	
Terminal Access provided through an Terminal Access Agreement (Terminal charge per passenger also applies)	\$80.00
Pedestrian Access	
Vehicle Access	
Replacement if lost or stolen	
Renewals	
Replacement if lost or stolen	
Airside Facilitation Charges	
Special Event Zone Application	\$260.00
Pavement Concession Application	\$260.00
Airport Operations Officers hourly rate including VIC issuing (Min of 30min). Airside Escort where EAPL operations staff are required	\$100.00
Airspace Obstacle Assessments	
Assessment of a Residential activity that may potentially penetrate the OLS or PANS-OPS and requires operational coordination.	\$260.00
Commercial assessment and management of any activity that penetrates the OLS or PANS-OPS.	\$8,000.00
Airside Environmental Charge	
Per person , per hour or part thereof. (This charge applies when operators do not clean-up fuel or oil spills)	\$95.00
Private Storage on Airside	
Container or other equipment / parts per 25 square meters or part thereof. Storage of parts or containers outside the leased or licenced areas will be charged. Per week or part there of with a minimum charge of one day.	\$350.00

Overdue Fees – All fees are payable within 30 days of invoice date. Interest at the rate of 15% per annum will be charged on overdue amounts. The above fees do not include GST.

22 Annexure B

Information Form for Aeronautical Infrastructure Users



New users of Essendon Fields Airport are required to complete this form prior to using the aeronautical infrastructure. Email the completed form to enquiries@ef.com.au

PART A - OPERATOR DETAILS			
Account Name: <i>(As it appears on Invoices)</i>			
Account Name: <i>(As on Aircraft Register)</i>			
Preferred Account Name:			
Customer No.:			
Contact Person 1:		Position:	
Contact Person 2		Position:	
Are you: <i>(Please tick)</i>	<input type="checkbox"/> Aircraft Owner	<input type="checkbox"/> Owner's Representative Agent	
Trading Name:			
ABN:			
Postal Address:			
	<i>Suburb</i>	<i>State</i>	<i>Postcode</i>
Primary Contact Number:		Secondary Contact Number:	
Primary Email Address:			
Secondary Email Address:			
Fax Number:			
How would you prefer to receive invoices? <i>(Please tick)</i>	<input type="checkbox"/> Email	<input type="checkbox"/> Post	<input type="checkbox"/> Fax
PART B - FLEET DETAILS			
Please list all aircraft you have an interest in, indicating if you are the owner/operator/agent			
Registration	Owner (if other, give details)	Operator	
Other important information:			

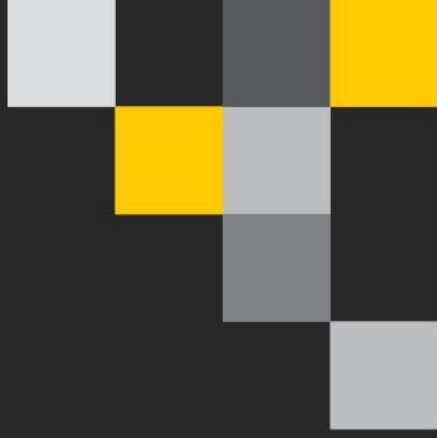
23 Annexure C

Notification of Aircraft Details



This form is to be completed for each aircraft using Essendon Airports Pty Ltd's Facilities and Services. If any of the details change, you must complete and submit a new form. Email the completed form/s to enquiries@ef.com.au

PART A – AIRCRAFT DETAILS			
Aircraft Registration:			
Aircraft Type:		MTOW:	
Usual Home Airport of Aircraft:			
Are you:	<input type="checkbox"/> Certificate of Registration Holder	<input type="checkbox"/> Owner	<input type="checkbox"/> Operator
PART B – CERTIFICATE OF REGISTRATION HOLDER			
Name:			
Address:			
	<i>Suburb</i>	<i>State</i>	<i>Postcode</i>
Primary Contact Number:			
PART C – OWNER (If different to C of R Holder)			
Name:			
Address:			
	<i>Suburb</i>	<i>State</i>	<i>Postcode</i>
Primary Contact Number:			
PART D – OPERATOR			
Name:			
Address:			
	<i>Suburb</i>	<i>State</i>	<i>Postcode</i>
Primary Contact Number:			
PART D – EFFECTIVE DATES OF OPERATION			
From:		To:	
Name & Signature of person completing form:		Date:	



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