



# Essendon Fields Airport

**Conditions of Use**  
Effective 1 May 2024

This is an important legal document.

By using Essendon Fields Airport, you agree to the Conditions of Use for Essendon Fields 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 1st May 2024 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/#airport-user-resources> or at our office at Level 2, 7 English Street, Essendon Fields, Victoria 3041.
- 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.

## 1.3 Definitions

Terms or words used in this document are explained in clause 20. Where terms or words are not defined in clause 20, the terms and words will have the corresponding meaning given by the *Aviation Transport Security Regulations 2005* (Cth).

## 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 and billing details;
- b) a completed Information Form (see Annexure B – Aeronautical Infrastructure Users Form); and
- c) a completed Notification of Aircraft Details form (see Annexure C – Notification of Aircraft Details) for all your Air Transport Operations (formerly Regular Public Transport), General Aviation and other aircraft which are likely to be using our Aeronautical Infrastructure.
- d) 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* (Cth);
- e) evidence that you have an *Air Operators Certificate (AOC)* endorsed for operations at Essendon Fields Airport;
- f) if you operate Scheduled Air Transport 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 by applicable Legislation;
- g) 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;
- h) evidence of the insurance policies you hold that are consistent with the requirements of clause f) and confirmation that these policies will remain current at all times when you are using our Aeronautical Infrastructure;
- i) details of your ground handling arrangements for passengers and cargo, including contact details, if required for your operations;
- j) arrangements for the removal of stationary aircraft;
- k) details of type, registration and MTOW of each aircraft which you intend to use at the Airport.

### 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) the details of any changes to information you have previously supplied;

- b) information that you have not previously supplied; and
- c) information we specifically request from time to time.

## **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.

## **3 Using our Aeronautical Infrastructure**

- a) Without limiting any other arrangement between the parties, when using our Aeronautical Infrastructure, you must at all times comply with:
  - i) these Conditions of Use;
  - ii) the operational requirements of the Airport as published in AIP-ERSA and NOTAMs;
  - iii) the requirement that aircraft operate in accordance with the *Air Navigation (Essendon Fields Airport) Regulations 2018* (Cth);
  - iv) all relevant Legislation, including ensuring that any required Aviation Security Identification Card or Visitor Identification Card is held;
  - v) all relevant Legislation which includes Occupational Health and Safety Legislation;
  - vi) other conditions, instructions, orders and directions necessary for the day-to-day operation of the Airport as issued by us from time to time;
  - vii) local flying restrictions, including curfew restrictions;
  - viii) any directions from the Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts, the Civil Aviation Safety Authority or Airservices Australia or any other regulatory authority having jurisdiction; and
  - ix) The Essendon Fields 'Fly Neighbourly Agreement' described in Annexure D – Fly Neighbourly Agreement.
- b) You must use reasonable endeavours not to 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 Apron areas

- a) 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 – Fees and Charges in accordance with clause 6.
- b) 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, after receiving prior notice, be subject to a parking fine, may have their aircraft moved if left in an unsafe or non-compliant position and may have their access rights to the airport infrastructure revoked.

### 4.2 Additional requirements if you use Airport Terminal facilities

- a) If you conduct operations to or from the Airport and utilise the Airport Terminal at any time for the purpose of embarking and disembarking passengers, then within the first 5 days of start of each calendar month you must provide the Airport, in writing, the number of passengers you embarked and disembarked through the Airport Terminal during the previous calendar month (**Non-Scheduled Reports**).
- b) Non-Scheduled Reports can be made via an online reporting form on the Essendon Fields website. Alternatively, if you have a number of flights to report on for the month you can contact the Airport via email for an excel spreadsheet template to complete and submit.
- c) If no Non-Scheduled Air Transport Operations are conducted through the Airport Terminal for the month, there is no requirement to report for that calendar month.
- d) You can provide Non-Scheduled Reports to us by any of the following means:
  - Online form: <https://ef.com.au/airport/operations/#airport-user-resources>
  - By email: [aviation@ef.com.au](mailto:aviation@ef.com.au)
- e) Failure to provide Non-Scheduled Reports within the required time frame will result in additional charges being payable by you, as described in Annexure A – Fees and Charges.

### 4.3 Engine Ground Running

- a) Essendon Airport Pty Ltd is a federally leased Airport and under the *Airports Act 1996* (Cth) is required to produce an Environment Management Strategy. This Strategy is required to specify measures for controlling environmental impacts including generation of noise from ground running aircraft.
- b) All aircraft operators and maintenance organisations are required to plan and conduct any ground running in accordance with *OPS-PRO-013-Aircraft Engine Ground Run Procedure*. This Procedure



can be found on the Essendon Fields website at <https://ef.com.au/airport/operations/#airport-user-resources> or requested via [aviation@ef.com.au](mailto:aviation@ef.com.au).

## 5 Jet Crossing

- a) Requests for using the jet crossing must be provided within 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 fail to provide your request within the notification timeframes set out in clause 5a), we reserve the right, except in the case of an emergency, to delay access via the jet crossing to 60min after the time we receive your request.
- c) 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.
- d) 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.
- e) 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.
- f) 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-scheduled services, 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; and
  - 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 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 the GST Act.
- 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 may be required to 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 10% 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 8c) have failed to resolve the dispute, we may, after providing you with 7 days prior written notice:
  - 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; or
  - 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) Having regard to safety and operations at the Airport, we may, by notice in writing, order you to:
  - i) move an aircraft to another position at the Airport; or
  - ii) remove an aircraft from the Airport,(subject to air traffic control 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 at your cost.
- 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, Communications and the Arts, the Civil Aviation Safety Authority, Airservices Australia, the Department of Home Affairs, the Australian Federal Police, Victoria Police or any other emergency services or regulatory authority having jurisdiction.
- d) If we move or remove an aircraft in accordance with clauses 10b) or 10c):
  - 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) Prior to commencing operations at the Airport, we may request that you submit 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.
- b) 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) liaising with your insurer, complying with notification requirements regarding an incident and/or moving and storage of a Disabled Aircraft;
  - v) removing, and the acceptable disposal of, fuel and/or dangerous cargo;
  - vi) removing and storage of the aircraft, parts and other items associated with the disabled aircraft; and
  - vii) 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.
- c) We are responsible for the appointment of a person to coordinate aircraft recovery operations (**Aircraft Recovery Coordinator**).
- d) If you cannot undertake recovery, or are delayed 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.
- e) We will not be responsible for any damage sustained during the recovery of an aircraft.
- f) 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.
- g) In the event you have a disabled aircraft at the Airport:
  - i) you hereby release and indemnify us from any liability as a result of any act or omission or other deficiency of us, our officers employees, agents or contractors that is not negligent, (including the recovery of a disabled aircraft) 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 such removal; and
  - ii) and fail to remove the disabled aircraft after receiving written notice, 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: 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 30 days of us issuing the notice, we may:
  - i) remove your aircraft from the Airport and add the removal costs to the amount owing by you to us; or
  - ii) 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.
- b) We are entitled to nominate the method by which we sell the aircraft and any other property, engage anyone in connection with the sale and do anything to complete the sale which we consider reasonable.
- c) 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.
- d) The exercise of the rights at clause 12a) are not to be taken to be a refusal to grant access to the Airport.

## 13 Airport Closed or Services Unavailable

- a) We will endeavour 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 14b) 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 with safety as the paramount concern.

## 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) aircraft towage and recovery;
- e) air traffic control services or en route services;
- f) meteorological services;
- g) quarantine waste disposal, customs or immigration services; or
- h) 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) Except to the extent caused by our negligence or the negligence of our officers, employees and agents, we and our officers, employees and agents are not liable for and you indemnify us (including our officers, employees, agents and related bodies corporate) 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.
- b) Except to the extent caused by our negligence or the negligence of our officers, employees and agents, 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 12; 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 16, 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 16 (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, Australia. 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 Level 2, 7 English Street, Essendon Fields, Victoria 3041; or



- B) sent by prepaid ordinary post (airmail if posted to or from a place outside Australia); or
  - C) sent by email to the email address notified by us.
- 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 email to the email address
  - D) 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 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; and
  - ii) in the case of an email,
    - A) when the sender receives an automated message confirming delivery;
    - B) when the sender receives an email from the intended recipient confirming receipt of the email; or
    - C) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

## 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:

- i) for the purposes of operation and administration of the Essendon Fields Airport and for the enforcement of these Conditions (including to verify your details and to carry out credit and ASIC checks);
  - ii) 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;
  - iii) 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.
- c) Collection and disclosure may be required or authorised under the *Airports Act 1996* (Cth), the *Civil Aviation Act 1988* (Cth) (or regulations under such legislation) or otherwise required by law.
- d) By using Essendon Fields Airport, you consent to us using and disclosing your Personal Information for the purposes set out in this clause.
- e) We do not disclose information outside Australia.
- f) In our collection, use and disclosure of your Personal Information, we will comply with the requirements of the *Privacy Act 1988* (Cth).
- g) You acknowledge that if we are not able to collect the personal information we request, your ability to use our services may be limited.
- h) If you provide us with information about any other individual, you agree to inform the individual of the matters in this clause 19.
- i) 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 2003* (Vic) as published on our website from time to time. The current version as provided in Annexure A – Fees and Charges.

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

**Aircraft Recovery Coordinator** has the meaning set out in clause 11(d).

**Airport** means Essendon Fields Airport, Victoria, Australia, and includes all hangars, other buildings, Aeronautical Infrastructure, 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.

**Airport Operations Officers** means employees, agents or contractors of EAPL tasked with overseeing airside regulatory adherence, providing supervision, and managing wildlife control, alongside various other responsibilities related to general airport operations.

**Airport Terminal** means the building at 72 Hargrave Avenue, Essendon Fields 3041 where passengers transfer between ground transportation and the facilities that allow them to board and disembark from an aircraft.

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

**Air Transport Operations** means operations of aircraft for the purposes of providing air transportation of people, goods and/or medical supplies when conducted for hire or reward.

**Authority** means any government, statutory or other body or authority whether public or private which has authority, jurisdiction or rights over the Airport and Aeronautical Infrastructure, and includes the person appointed under the *Airports (Building Control) Regulations 1996* (Cth) as the Airport Building Controller for the Airport.

**Certificate of Registration** means for an aircraft the certificate of registration issued by the Civil Aviation Safety Authority under the Civil Aviation Regulations 1988 (Cth). For foreign aircraft this means that the aircraft is registered on a national register of aircraft other than the Australian Register of Aircraft.

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

**Disabled Aircraft** means an aircraft unable to move under its own power, damaged or not airworthy, banned or directed not to move by an Authority.

**EAPL** means Essendon Airport Pty Ltd ACN 095 653 964 and related body corporates.

**AIP-ERSA** means Aeronautical Information Package – 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 air service other than Scheduled Air Transport Operations and Non-Scheduled Air Transport Operations for remuneration or hire.

**GST** means a tax payable under the GST Act

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**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.

**Medical Transport Operation** means operations where the primary purpose is to transport medical patients, medical personnel, blood, tissue or organs for transfusion, grafting or transplantation. Other medical supplies (including medical equipment and medicines) might also be transported on an aircraft for a medical transport operation.

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

**Non-Scheduled Air Transport Operation** means an air transport operation that is not a Scheduled Air Transport Operation or a Medical Transport Operation. A non-scheduled air transport operation includes an operation 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.

**NOTAM** means Notice to Airmen.

**Occupational Health and Safety legislation** means the *Occupational Health and Safety Act 2004* (Vic) and *Occupational Health and Safety Regulations 2017* (Vic).

**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.

**Scheduled Air Transport Operation** means an air transport operation, other than a Medical Transport Operation, that is conducted in accordance with fixed schedules to and from fixed terminals over specific routes and is available to the general public 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 Scheduled or Non-Scheduled Air Transport 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-Scheduled Air 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.

## **Annexure A – Fees and Charges**

# Aerodrome Landing Fees

Essendon Airport Pty Ltd gives notice that the following fees have, under the *Aerodrome Landing Fees Act 2003* (Vic), been fixed and operate at Essendon Fields Airport on and from 1<sup>st</sup> July 2024.

**Overdue Fees** – All fees are payable within 30 days of invoice date. Interest the rate of 10% per annum will be charged on overdue amounts. The below fees do not include GST.

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			\$28.74	\$65.93
Rotary Wing Arrival MTOW < 3000kg			\$20.06	\$38.77
Rotary Wing Arrival MTOW > 3000kg			\$22.53	
Fixing Wing approach that doesn't touch runway			\$22.53	\$22.53
Annual fee for maximum 55 landings PA by EF based recreational single engine aircraft at or below 1800kg. Revert to casual rate after 55 landings within 12 months. To be paid in advance				\$3,092.49
Aircraft Parking Fees				
a.	Apron Parking	Per 24 hrs or part thereof	\$18.20	\$36.40
b.	Annual Parking	Per square meter rate	\$35.00	\$4740.75
Parked Aircraft (Fixed wing or rotary) that infringes movement area (wing or tail intrudes taxi lane)				\$709.80
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 aircraft in maintenance in designated licenced areas only or standard charges apply.				
Passenger Fees and Charges				
Scheduled Air Transport Operations – individual airline packages can be negotiated by the General Manager and CEO				
Passenger Fees (in addition to the above landing fees) – Use of the Terminal Apron requires written approval by the airport operator.				P.O.A subject to Agreement
Landing fee % of the stated landing fee x ACFT MTOW				P.O.A subject to Agreement
Government Mandated Security Charges – (as per individual agreement)				P.O.A subject to Agreement
Passenger Fees and Charges Airport Terminal Users				
Declared Passenger Fees (in addition to the above landing fees) apply to Operators that use of the Airport Terminal at any time for the purpose of embarking and disembarking passengers.				\$18.20p/pax
Non-Declared Passenger Fees (in addition to the above landing fees) apply to Operators that use of the Airport Terminal at any time for the purpose of embarking and disembarking passengers.				\$30.00p/pax



Vehicle and Airside Access Charges	
Authority to Drive Airside (ADA) – up to 2 years valid on passing EAPL course	\$112.70
Authority to Use Airside (AUA) – Ground Services Equipment Per 2 years for each unit	\$375.63
Authority to Use Airside (AUA) – all other vehicles Per 2 years for each vehicle	\$2,544.20
Airside Access	
Terminal Access provided through a Terminal Access Agreement (Terminal charge per passenger also applies)	\$99.40
Pedestrian Access	
Vehicle Access	
Replacement if lost or stolen	
Renewals	
Replacement if lost or stolen	
Airside Facilitation Charges	
Special Event Zone Application	\$327.17
Pavement Concession Application	\$327.17
Airport Operations Officers hourly rate including VIC issuing (Min of 30min). Airside Escort where EAPL operations staff are required	\$127.24
Airside Environmental Charge	
Per person, per hour or part thereof. (This charge applies when operators do not clean-up fuel or oil spills)	\$127.24
Private Storage on Airside	
Short term container or other equipment out of licenced or leased area rate per day. Minimum charge of one day plus facilitation charge. Licenced storage areas available for longer term.	\$60.63
Note:  All annual fees must be paid in advance.	

## **Annexure B – Aeronautical Infrastructure Users Form**

# 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](mailto:enquiries@ef.com.au)

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

## **Annexure C – Notification of Aircraft Details**

# 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](mailto: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:			
	Suburb	State	Postcode
Primary Contact Number:			
PART C – OWNER (If different to C of R Holder)			
Name:			
Address:			
	Suburb	State	Postcode
Primary Contact Number:			
PART D – OPERATOR			
Name:			
Address:			
	Suburb	State	Postcode
Primary Contact Number:			
PART D – EFFECTIVE DATES OF OPERATION			
From:		To:	
Name & Signature of person completing form:		Date:	

## Annexure D – Fly Neighbourly Agreement

### Fly Neighbourly Agreement

As an operator of general aviation activities at Essendon Airport, you commit to undertaking operations in a fly neighbourly manner. Naturally, the implementation of these voluntary procedures is subject to safety and operations procedures.

#### You must:

- (a) Comply with Commonwealth legislative requirements for noise management;
- (b) Comply with *Air Navigation (Essendon Fields Airport) Regulations 2018* (Cth), DAP (Departure Approach Procedures), and AIP-ERSA (Aeronautical Information Publication - En-Route Supplement Australia) which apply irrespective of tower operation;
- (c) Ensure that environmental awareness and noise issues are included in pilot training;
- (d) Respond to community inquiries about noise in a cooperative manner; and
- (e) Display this agreement in the reception area of our business and website.

#### You must adhere to the following principles:

- (a) Ensure that all non pre-flight engine runs are undertaken in the designated run-up area, or in a location where the weather (e.g. wind) or distance helps minimise the carriage of noise off airport;
- (b) Wherever practicable the runway departure is to commence from the runway threshold so the full length of the runway is used in order to maximise height over populated areas;
- (c) Select routes which are over less densely populated areas;
- (d) Maintain correct tracks after take-off;
- (e) Adopt and maintain best rates of climb, to minimise noise over residential areas, as soon as possible after take-off;
- (f) Reduce engine revs as soon as possible;
- (g) Unless arriving or departing the airport, aircraft must be above 1000ft; and
- (h) Minimise aircraft noise for the broader community where possible, by tracking over unpopulated areas, freeways, commercial and industrial precincts for the enroute segment of flight.

#### Helicopter Operators:

- (a) Minimise tight manoeuvres and turns when operating helicopters over populated areas;
- (b) Operate helicopters such as to minimise “rotor slap” noise; and
- (c) Avoid helicopter hovering over populated areas. Helicopters to select hovering locations that utilise surrounding topography, natural and built up environment which minimises noise to local community. Helicopters to preference hovering locations over freeways, commercial and industrial precincts.



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