



**JANDAKOT AIRPORT HOLDINGS PTY LTD**

**JANDAKOT AIRPORT CONDITIONS OF  
AIRPORT ACCESS AND USE  
HEAVY AIRCRAFT**

Revised Date 21 October 2009

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Pursuant to the Airports Act 1996, Jandakot Airport Holdings Pty Ltd (JAH) has been granted a lease of the airport site declare to be Jandakot Airport in the Airports Regulations 1997.

The Aircraft Operator wishes and JAH has agreed that the Aircraft Operator be granted certain access and use of Jandakot Airport on the terms and conditions herein contained.

## 1. Introduction

This document provides a summary of the terms, conditions and charges applicable to aircraft operators accessing and or using Jandakot Airport which is operated by Jandakot Airport Holdings Pty Ltd (JAH).

This document is accepted by all parties, including without limiting to Aircraft Operators accessing and or using Jandakot Airport by either :

being a signatory to this document, or

by physically accessing and/or using Jandakot Airport in any way.

The Aircraft Operator acknowledges that the Charges are exclusive of air traffic services, rescue and fire fighting charges, meteorological charges and all and any other charges that may be levied by other parties for services not provided by JAH.

## 2. Definitions

In this Document unless the contrary intention appears:

"access" - means entering or coming on to Jandakot Airport in any manner and by any means whatsoever.

"Aircraft Operator" - includes the owner, operator, pilot and any other party with any control over or ownership in any aircraft accessing Jandakot Airport.

"Charges" - the charges set out in the Schedule of Aeronautical Charges. (Appendix 1)

"Interest Rate" - the rate of interest being 18% per annum.

"Legislation" - means all Commonwealth and State Acts of parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions from any government or statutory bodies relevant to Jandakot Airport and or any access or use of Jandakot Airport.

"MTOW" - the maximum take-off weight certified for the aircraft concerned.

"Schedule of Charges" - the schedule of charges, as described in this document and determined by JAH from time to time will be reflected on the JAH website and notified to the aircraft operators.

"use" - includes but is not limited to, by an aircraft, landing, take-off, taxiing or parking and discharging or taking on passengers or cargo, and by otherwise than an aircraft by another.

a reference to this Document or another instrument includes any variation or replacement of any of them; and

a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments re-enactments or replacements of any of them occurring at any time before or after the date of this document; and

the singular includes the plural and vice versa; and

the word "person" includes a firm, a body corporate, an unincorporated association or an authority; and

a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and

an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and

a reference to an accounting term is to be interpreted in accordance with approved accounting standards generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time; and

a reference to a term word or phrase that is defined in the Airports Act or the Regulations made thereunder have the same meaning as is defined in the Airports Act or any Regulations made thereunder; and

a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and

a reference to the president of a body or authority is a reference, if there is no such person, to the senior officer of the body or authority or to the person who fulfils the duties of president; and

a reference to a clause is a reference to a clause in this Document.

If this document prohibits the Aircraft Operator from doing a thing:

- (a) the Aircraft Operator must do everything necessary to ensure that the Aircraft Operator's employees servants agents and contractors do not do that thing; and
- (b) the Aircraft Operator may not allow or cause any person to do that thing.

Headings are inserted for convenience and do not affect the interpretation of this Document.

### 3. Access and use terms and conditions

Access and use of Jandakot Airport is subject to compliance by the Aircraft Operator with:

- (a) local flying restrictions including the requirements of the Civil Aviation Act 1988, the Civil Aviation Regulations, the Air Navigation Act 1920, the Air Navigation Regulations and AirServices Australia publications;

aircraft must use call signs in accordance with AIP and in addition;

- (i) Formation flights: The Formation flight leader must notify JAH in writing the callsigns of all aircraft involved in the formation flight.
- (ii) All Landings: All aircraft on every occasion are required to broadcast their intention to conduct either a full stop landing or a touch and go landing by a down wind call.

Training Operations: Aircraft must comply with circuit training restrictions as notified in ERSA.

directives made by the Department of Infrastructure, Transport, Regional Development and Local Government, including but not limited to security of airports and aircraft.

all future written agreements between JAH and the Aircraft Operator.

the Aircraft Operator or its servants must not do anything when operating at the Airport that is in breach of any Legislation.

“Fly Neighbourly” program: Noise impacting on the surrounding community to Jandakot Airport is an issue of concern at Jandakot Airport. In order to minimise noise impacts on the community, pilots are required to comply with the principles of the ‘Fly Neighbourly’ program. These principles include:

- (i) Climb as soon as possible within the Jandakot Airport perimeter as instructed.
- (ii) Maintain height.
- (iii) Maintain correct headings on take-off, in line with CASA regulations.
- (iv) Reduce engine revolutions as soon as possible.
- (v) Follow designated flight paths.
- (vi) Avoid residential areas where possible.
- (vii) Do not fly wide circuits
- (viii) Circuit training should be conducted between 6:00am and 10:30pm Monday to Saturday and 8:00am to 6:00pm Sunday.

The “Fly Neighbourly” program principles may be updated and or modified from time to time.

## **4. Notification**

- 4.1** The Aircraft Operator must advise JAH of all existing details relating to all aircraft proposing to access and use Jandakot Airport, and further must advise JAH of any changes to these details and or aircraft accessing and or using Jandakot Airport forthwith of such changes, which details shall include:
- (a) the name, address and contact details of the aircraft operator and/or registered owner
  - (b) make and type of aircraft to be operated on and the proposed service.
  - (c) details of any irregular or charter operations
  - (d) the names, addresses, telephone numbers, facsimile numbers and all other contact details for the aircraft operator's key personnel who are available to be contacted by JAH at any time in respect of any emergency, security matters, or any other matter
  - (e) copies of Certificates of currency for the aircraft operator's policies of insurance.
- 4.2** The Aircraft Operator shall provide to JAH the following information within five days of the end of each calendar month.
- (f) details of aircraft movements including aircraft make, type and registration.
  - (g) the weight of cargo loaded and unloaded at Jandakot Airport.
- 4.3** The details for notifying JAH are:  
Jandakot Airport Holdings Pty Ltd  
16 Eagle Drive  
JANDAKOT WA 6164

## **5. Charges**

- 5.1** The charges consist of all such supplies, services and facilities provided by JAH to the Aircraft operator and are determined in accordance with the Schedule of Aeronautical Charges in Appendix 1 and as published on the Jandakot Airport website.
- 5.2** It is a condition of the access and or use of Jandakot Airport that the Aircraft Operator pays the Charges.
- 5.3** All charges accrue from day to day and, unless otherwise agreed in writing by JAH, are payable to JAH before the aircraft departs from Jandakot Airport.

## 6. Invoicing and Payment

- 6.1 The Aircraft Operator must pay all invoices on or before the due date as is stated on the invoice unless otherwise agreed to in writing by JAH.
- 6.2 Payments must be made by one of the following methods:
- (a) direct depositing the payment into JAH's bank account being;  

<b>Account in the name of:</b>	Jandakot Airport Holdings Pty Ltd
<b>Bank:</b>	National Australia Bank
<b>Branch:</b>	Belmont, 193 Wright St Belmont 6104
<b>BSB &amp; Account Number:</b>	086:131 Account 45 595 0475
  - (b) by mailing a cheque and remittance advice to JAH at 16 Eagle Drive, Jandakot WA 6164, or
  - (c) paying in person by cheque or cash at the JAH Administration Office, 16 Eagle Drive, Jandakot in the State of Western Australia. EFTPOS and credit card payment facilities are also available, with a maximum monthly limit per account of \$2,500.00.

## 7. Interest on Charges

JAH may charge interest on any Charges which have not been paid in accordance with this document at the Interest Rate. Interest is calculated on a daily basis from the date upon which the Charges become due for payment until the date of payment of the Charges (both dates inclusive). Interest must be paid by at the same time as the Charges to which the interest payment relates.

## 8. Variation of Charges

- 8.1 JAH will publish notification in advance of any variations of charges on its website ([http://www.jandakotairport.com.au/Aeronautical\\_Charges.asp](http://www.jandakotairport.com.au/Aeronautical_Charges.asp)).
- 8.2 JAH reserves its right to vary any of the Charges at any time.

## 9. No Set-off

The Aircraft Operator is not permitted to make any set-off against or deduction from the Charges. Should there be a dispute concerning the Charges payable to JAH, the Aircraft Operator shall pay all Charges in full pending resolution of any such dispute.

## 10. Refusal Of Access

- (a) JAH may refuse access to and use of Jandakot Airport to the Aircraft Operator and all or any aircraft of the Aircraft Operator where the Aircraft Operator has failed to pay to JAH any amount due within 30 days after the due date.
- (b) JAH may also refuse access to and use of Jandakot Airport to the Aircraft Operator and/or any aircraft owner or operator where the Aircraft Operator and/or the aircraft owner or operator respectively fails to comply on time with all requirements and orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities and the Legislation.

## 11. Parking of Aircraft

- (a) An Aircraft Operator is not permitted and shall not leave or park an aircraft at any location at Jandakot Airport that is not dedicated by JAH for that purpose and unless JAH has consented to the Aircraft Operator leaving or parking such aircraft at such location and the Aircraft Operator paying such fees as are applicable to the leaving or parking of aircraft at that area. At all times aircraft parked at Jandakot
- (b) Aircraft shall be parked behind the parking clearance line being the red line painted between two yellow painted lines as nominated and painted from time to time by JAH and being within the hardstand areas and or between cones and gables on grassed areas.
- (c) In the event that an Aircraft Operator is at any time permitted by JAH to leave or park an aircraft at a location at Jandakot Airport that is described as an hardstand area, such area can be identified by the green lines painted from time to time on the apron area of Jandakot Airport and being within the area licensed by JAH to an Aircraft Operator, then the call sign of such aircraft or the initials of the Aircraft Operator shall also be painted on such area in green on a white background
- (d) In the event that an Aircraft Operator is at any time permitted by JAH to leave or park an aircraft at a location at Jandakot Airport that is described as a grassed area, being nominated from time to time in the apron area of Jandakot Airport, then the call sign of such aircraft or the initials of the Aircraft Operator shall also be painted on such area in green on yellow cones and gables.
- (e) In the event that an Aircraft Operator wishes to leave or park an aircraft at any location at Jandakot Airport that has been licensed by JAH to another party then the Aircraft Operator can only leave or park an aircraft at such a location provided that the licensed party consents to that parking of aircraft by the Aircraft Operator and that licensee is in compliance of its licence of that location at Jandakot Airport.

## 12. Movement of Parked Aircraft

- (a) JAH may at any time order the Aircraft Operator or the aircraft owner or operator respectively to either, move a parked aircraft to another position or remove it from Jandakot Airport. Failure to comply with the order within the period specified in it will result in an additional charge, being an amount equivalent to 20 times the standard parking charges set out in the Schedule of Charges for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired.
- (b) In addition to the rights set out above JAH may move or have moved any aircraft parked at Jandakot Airport either;
  - (i) to another location within Jandakot Airport or,
  - (ii) from Jandakot Airport to any location JAH deems appropriate.
- (c) Should any aircraft be moved the Aircraft Operator shall indemnify and keep indemnified JAH and its servants agents and contractors from any damage caused to or by the aircraft in any manner whatsoever.
- (d) In the event that the Aircraft Operator fails to comply with any order to move an aircraft within a specified period the Aircraft Operator will be liable for all costs damages and expenses as a result of the failure to comply with the order to move the aircraft of whatsoever nature.

## 13. Aircraft Detention

- (a) Should any aircraft, its parts and accessories of the Aircraft Operator be at Jandakot Airport, JAH shall have the right to detain the aircraft while any Charges due to JAH remain unpaid. The right of detention applies to either:
  - (i) the aircraft, its parts and accessories in respect of which the Charges were incurred (whether or not they were incurred by the person who is the owner or operator at the time when the right of detention is exercised); or
  - (ii) any other aircraft, its parts and accessories of which the person in default is the owner or operator at the time when the detention begins,
- (b) If the Charges are not paid within 30 days of the date when the detention begins JAH may, in any way it thinks fit, sell, remove or otherwise dispose of the aircraft, and any of its parts and accessories in order to satisfy the Charges.
- (c) This right of detention is not lost because the aircraft has departed from Jandakot Airport. The right of detention conferred by this document continues and is exercisable by JAH at any time when the aircraft is at Jandakot Airport. The exercise by JAH of this right of detention is not to be taken to be and shall not be deemed to be a refusal to give access to Jandakot Airport.

## 14. Comply with Legislation

The Aircraft Operator must comply on time with all requirements and orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities and the Legislation.

## 15. Exclusion of Liability and Indemnity – Insurance

- 15.1** Neither JAH nor its servants agents or contractors shall be in any way liable for loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft:
- (a) occurring while the aircraft is at Jandakot Airport or is in the course of landing at or taking-off from Jandakot Airport, or being removed or dealt with elsewhere; and/or
  - (b) arising or resulting directly or indirectly from any act, omission, neglect or default on the part of JAH and or its servants agents and contractors,
  - (c) unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result.

In addition to the above the Aircraft Operator agrees to indemnify and keep indemnified JAH, its servants agents and contractors, from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:

- (a) loss of or damage to any property; or
- (b) injury or death to any person,

caused by:

- (i) an act, negligence or default of the Aircraft Operator or of their customers servants agents or contractors; or
- (ii) some danger created by the Aircraft Operator or of its customers servants agents or contractors (whether or not the existence of that danger was or ought to have been known to the Aircraft Operator or of its customers servants agents or contractors); or
- (iii) the operation of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee or agent of JAH);
- (iv) any other act or thing other than the negligence or default of JAH which may arise from or in relation to the access and or use of Jandakot Airport by the Aircraft Operator or of its customers servants agents or contractors.

- 15.2** The Aircraft Operator must effect and maintain with an insurance company approved by JAH in respect of the Aircraft Operator's aircraft and its business and its access to and use of Jandakot Airport adequate public liability insurance in the names of JAH and the Aircraft Operator for their respective rights and interests for the time being and from time to time in an amount not less than \$20,000,000.00 in respect of any one claim.

## 16. Release

The Aircraft Operator or its customers servants agents or contractors hereby releases and forever discharges JAH, its servants agents and contractors, from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with :

- (a) loss of or damage to any property; or
- (b) injury or death to any person, which the Aircraft Operator or its customers servants agents or contractors or any person claiming through the Aircraft Operator or its customers servants agents or contractors or under statute or otherwise now has or at any time hereafter and at all times but for the application and/or execution of this Document might have had against JAH, its servants agents and contractors, caused by :
  - (i) an act, negligence or default of the Aircraft Operator or its customers servants agents or contractors; or
  - (ii) some danger created by the Aircraft Operator or its customers servants agents or contractors (whether or not the existence of that danger was or ought to have been known to the Aircraft Operator or its customers servants agents or contractors); or
  - (iii) the operation of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee or agent of JAH);
  - (iv) any other act or thing other than the negligence or default of JAH which may arise from or in relation to the access and/or use of Jandakot Airport by the Aircraft Operator or its customers servants agents or contractors.

## 17. Release of Warranty

To the fullest extent allowed by law, JAH excludes all warranties or representations in connection with the access and/or use of Jandakot Airport. If JAH has any liability for breach of any non-excludable condition or warranty implied under any Legislation in connection with any goods or services provided by it then, to the fullest extent allowed by law, JAH'S 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.

## 18. Airport Unavailability

- (a) JAH shall not be liable for any loss suffered by the Aircraft Operator as a result of the closure for whatever reason and for whatever period of Jandakot Airport or any part thereof.
- (b) JAH shall not be liable to the Aircraft Operator or any other party claiming under through or for the Aircraft Operator for any delays in the movement or scheduling of aircraft for any reason whatsoever.
- (c) JAH will use its best endeavours to minimise any closures of Jandakot Airport, any part thereof, or the unavailability of any service or facility at Jandakot Airport and, where possible, will notify the Aircraft Operator of any proposed closure or unavailability.

## 19. Variations

JAH reserves the right, at any time to amend, vary or waive any of these terms and conditions of this document.

## AERONAUTICAL CHARGES

With effect from 1<sup>st</sup> July 2009 (all incl GST)

		Unit of Charge	2009/2010	
<b>1 AERONAUTICAL CHARGES</b>			Rates	Minimum Charge
	Full Stop – Fixed Wing	1	\$6.51 per 1,000kg MTOW	\$ 10.40
	Full Stop – Helicopter	1	50% of landing charges x per 1,000 kg MTOW	\$ 5.20
	Circuits – Fixed Wing	1	30% of landing charges x per 1,000 kg MTOW	\$ 3.12
	Circuits - Helicopter	1	30% of landing charges x per 1,000 kg MTOW	\$ 3.12
	Circuits after hours	1	\$ 6.51	\$ 10.40
<b><i>Any aircraft that conduct circuits during hours 22:30 to 06:00 (local time) Monday to Saturday, and 18:00 to 08:00 (local time) on Sunday will incur a full stop landing charge.</i></b>				
<b>1.2</b>	<b>Parking</b>			
	Casual - normal bay	day	\$ 9.53	
	Casual - large bay	day	\$ 12.94	
	Annual - hardstand - normal bay	annum	\$ 2,055.90	
	Annual - hardstand - large bay	annum	\$ 3,083.85	
	Annual - grass - normal bay	annum	\$ 1,370.25	
	Annual - grass - large bay	annum	\$ 2,055.90	
	Initial documentation	1	\$ 115.50	
	Variance to existing lessee	1	\$ 34.65	
<b><i>Note: All annual charges are payable upfront and cancellation fees apply.</i></b>				
<b>1.3</b>	<b>Airside Drivers Licence</b>			
	Aircraft control handbook	1	\$ 20.00	\$ -
	New Licence (2 year validity)	1	\$ 99.00	\$ -
	Renewal	1	\$ 49.50	\$ -
<b><i>Stamping costs will be passed onto Licencee.</i></b>				
<b>1.4</b>	<b>Motor Vehicle Registration</b>			
	Vehicle registration & Sticker	each	\$ 26.40	\$ -
	Airside indemnity and release doc	each	\$ 22.00	\$ -
	Airside Indemnity and release copy	each	\$ 5.50	\$ -
<b>1.5</b>	<b>Aircraft Recovery &amp; Emergency</b>			
	Aircraft Recovery	each	Time & Equipment	\$ 200.00
	Callout Emergency(Crash on Airport, Full Emergency or Local Standby)	each	No Charge	

## Notification of Aircraft Details

<b>Note:</b> This form is to be completed for each new aircraft using our facilities and services. If any of the details change, you must complete a new form and submit it to us.		
<b>Aircraft:</b>		
Aircraft Registration:		
Aircraft Type:		
MTOW:		
Usual Home Airport of Aircraft:		
Please identify by circling whether you are the Certificate of Registration Holder/Owner/Operator.		
<b>Certificate of Registration Holder:</b>		
Name:		
Address:		
Telephone Number:		
<b>Owner: (if different to C of R Holder)</b>		
Name:		
Address:		
Telephone Number:		
<b>Operator:</b>		
Name:		
Address:		
Telephone Number:		
<b>Effective dates of operation:</b>		
From:	/	/
To:	/	/
Name of person completing this form: (please print)		
Signature of person completing this form:		
Date of completion of this form:	/	/