



JANDAKOT
AIRPORT

JANDAKOT AIRPORT CONDITIONS OF AIRPORT ACCESS AND USE

JANDAKOT AIRPORT HOLDINGS PTY LTD

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1. Introduction

- 1.1 Pursuant to the *Airports Act 1996*, Jandakot Airport Holdings Pty Ltd (JAH) has been granted a lease of the airport site declared to be Jandakot Airport in the *Airports Regulations 1997*.
- 1.2 The User is granted certain access and use of Jandakot Airport on the terms and conditions contained herein.
- 1.3 This document provides a summary of the terms and conditions under which Users use the infrastructure, facilities and services provided at Jandakot Airport by JAH.
- 1.4 By using the infrastructure, facilities or services at Jandakot Airport, Users are deemed to have accepted these terms and conditions.
- 1.5 The User acknowledges that the Charges are exclusive of air traffic services, rescue and firefighting 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.

"Airside" means the area of the airport enclosed by a security barrier and to which the general public does not have access.

"Charges" are the charges set out in the Schedule of Charges as published on the Jandakot Airport website (<http://www.jandakotairport.com.au/aviation/fees-and-charges.html>).

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

"JAH" means Jandakot Airport Holdings Pty Ltd, the aerodrome certificate holder for Jandakot Airport.

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

"Schedule of Charges" is the schedule of charges, as described in this document and determined by JAH from time to time, that is published on the JAH website (<http://www.jandakotairport.com.au/aviation/fees-and-charges.html>).

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

"User" includes the owner, operator, pilot and any other party with any control over, or ownership of, any aircraft accessing Jandakot Airport. This includes tenants who have access airside, their visitors/guests and airside drivers.

3. Interpretation

3.1 The following rules of interpretation apply in this agreement unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them; and
- (b) 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
- (c) the singular includes the plural and vice versa; and
- (d) the word "person" includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) 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
- (f) an agreement, representation or warranty in favor of two or more persons is for the benefit of them jointly and severally; and
- (g) 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
- (h) a reference to a term word or phrase that is defined in the *Airports Act 1996* or the Regulations made thereunder have the same meaning as is defined in the *Airports Act* or any Regulations made thereunder; and
- (i) a reference to anything (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
- (j) 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 fulfills the duties of president; and
- (k) a reference to a clause is a reference to a clause in this Document.

3.2 If this document prohibits the User from doing a thing:

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

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

4. Access and Use Terms and Conditions

4.1 Access and use of Jandakot Airport is subject to compliance by the User 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 including the *En-Route Supplement Australia (ERSA)*;
- (b) use of call signs in accordance with *Aeronautical Information Package (AIP)*, and, in addition;
 - i. 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 downwind call; and
 - ii. for formation flights, the formation flight leader must notify JAH in writing of the call signs of all aircraft involved in the formation flight.
- (c) directives made by the Department of Infrastructure and Regional Development, including but not limited to security of airports and aircraft;
- (d) any current or future written agreements between JAH and the User; and
- (e) the “Fly Neighbourly” principles, as amended from time to time (detailed in section 12).

4.2 The User or its servants must not do anything when using Jandakot Airport that is in breach of any Legislation.

5. Notification

5.1 Prior to an aircraft accessing or using Jandakot Airport, the User 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, including:

- (a) the name, address and contact details of the User and/or registered owner;
- (b) make and type of aircraft to be operated, and the proposed service;
- (c) the names, addresses, telephone numbers, facsimile numbers, email addresses and all other contact details for the User’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; and
- (d) copies of Certificates of Currency for the User’s policies of insurance.

5.2 A Notification of Aircraft Details form is available on the Jandakot Airport website (<http://www.jandakotairport.com.au/aviation/aircraft/conditions-of-access-and-use.html>) for the notification of aircraft owner and/or operator information.

6. Charges

- 6.1 The charges consist of aeronautical supplies, services and facilities provided by JAH to the User and are determined in accordance with the Schedule of Charges as published on the Jandakot Airport website at <http://www.jandakotairport.com.au/aviation/fees-and-charges.html>.
- 6.2 It is a condition of the access and use of Jandakot Airport that the User pays the Charges.
- 6.3 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.

7. Invoicing and Payment

- 7.1 The User must pay all invoices on or before the due date as is stated on the invoice unless otherwise agreed to in writing by JAH.
- 7.2 Payments must be made by one of the following methods:
- (a) direct depositing the payment into the JAH bank account, being:

Account in the name of:	Jandakot Airport Holdings Pty Ltd
Bank:	Bankwest
BSB:	306 089
Account:	3594450
 - (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.

8. Interest on Charges

- 8.1 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.

9. Variation of Charges

- 9.1 JAH reserves its right to vary any of the Charges at any time.
- 9.2 JAH will publish notification 30 days in advance of any variations of Charges on the Jandakot Airport website.

10. No Set-Off

- 10.1 The User 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 User shall pay all Charges in full pending resolution of any such dispute.

11. Refusal of Access

- 11.1 JAH may refuse access to and use of Jandakot Airport to the User and all or any aircraft of the User where the User has failed to pay to JAH any amount due within 30 days after the due date.
- 11.2 JAH may also refuse access to and use of Jandakot Airport to the User and/or any aircraft owner or operator where the User 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.

12. Fly Neighbourly

Operators at Jandakot Airport will:

- 12.1 Comply with noise abatement procedures included in the Air Navigation Regulations, Departure Approach Procedures (DAP) and En-Route Supplement Australia (ERSA) guide, irrespective of Air Traffic Control Tower hours of operation.
- 12.2 Ensure that environmental awareness and noise management is included in pilot familiarisation and training.

Subject to Air Traffic Control and safety requirements, pilots will endeavour to:

GROUND OPERATIONS

- 12.3 Avoid lengthy engine run-ups and conduct non-pre-flight engine run-ups in designated areas or in locations where the wind or distance helps minimise the carriage of noise off airport.
- 12.4 Where practicable, small jet aircraft should be towed for start-up to a location that avoids causing jet-blast damage.

DEPARTURE

- 12.5 Use sufficient runway length and best rates of climb to maximise height over populated areas. High performance and twin-engine aircraft are to conduct full length take-offs where possible.
- 12.6 Minimise noise after take-off by reducing engine revs as much as possible.

IN FLIGHT

- 12.7 Maintain the published or Air Traffic Control cleared tracks after take-off. Where practicable, all Instrument Flight Rule aircraft are to depart via the appropriate standard instrument departure (SID).
- 12.8 Maintain required altitudes, particularly over residential housing. As much as possible, avoid flying over residential areas, hospitals and schools and maximise the use of flight paths over less densely populated areas such as water, forest and highways.

CIRCUIT TRAINING

- 12.9 Only conduct 'Touch & Go' Circuit Training between 0700-2230 Monday to Friday, and 0800-1800 Saturday and Sunday.
- 12.10 Fly circuits and conduct turns that minimise impact on residential areas.

SIMULATED ENGINE FAILURE

- 12.11 Fixed wing aircraft must conduct simulated engine failures over the runway with recovery initiated prior to the airside boundary.

AEROBATICS

- 12.12 Perform aerobatics at least 600m laterally seaward off the coastline or away from residential areas when over land.

TRAINING AREA

- 12.13 When operating to, from and within the Training Area (D104), avoid populated areas where possible. After leaving Jandakot Class D Airspace, climb to the highest practicable level below the base of controlled airspace.

HELICOPTERS

- 12.14 Use correct take-off and landing areas to minimise the effects of rotor wash.
- 12.15 Minimise tight manoeuvres and turns, and avoid hovering, when operating over populated areas where possible.
- 12.16 Minimise rotor blade slap noise and utilise descent profiles with low-power and low-noise operations.

13. Use of Airside

- 13.1 The driving of vehicles, including equipment and machinery, within the Airside of the Airport must comply with the Jandakot Airport Airside Vehicle Control Handbook. The Airside Vehicle Control Handbook is available for viewing and download from the Jandakot Airport website (<http://www.jandakotairport.com.au/aviation/airside-driving-vehicles.html>).
- 13.2 High Visibility ("Hi Viz") vests or clothing, compliant with Australian Standard AS4062 and AS1906, must be worn when walking within aircraft movement areas (leased apron areas excluded). Passengers requiring access to an aircraft must be escorted by User crew that are wearing Hi Viz.

- 13.3 Jandakot Airport is a security controlled airport under the *Aviation Transport Security Act 2004* and *Aviation Transport Security Regulations 2005* and the Airside security barrier must be maintained at all times.
- 13.4 Animals are only permitted Airside when they are enclosed in an approved animal cage/carrier.

14. Parking of Aircraft

- 14.1 A User 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 User leaving or parking such aircraft at such location and the User paying such fees as are applicable to the leaving or parking of aircraft at that area.
- 14.2 An aircraft is considered to be parked if it has been left unattended.
- 14.3 The daily parking fee applies per calendar day or any part thereof (i.e. an aircraft parked for any portion of a calendar day will incur the full daily parking fee), and is charged for any aircraft sighted in an area which is not a leased/licensed apron or licensed parking bay.
- 14.4 At all times aircraft parked at Jandakot Airport 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.
- 14.5 In the event that an User 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 User, then the call sign of such aircraft or the initials of the User shall also be painted on such area in green on a white background.
- 14.6 In the event that an User 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 User shall also be painted on such area in green on yellow cones and/or gables.
- 14.7 In the event that an User wishes to leave or park an aircraft at any location at Jandakot Airport that has been licensed by JAH to another party then the User can only leave or park an aircraft at such a location provided that the licensed party consents to that parking of aircraft by the User and that licensee is in compliance of its licence of that location at Jandakot Airport. JAH must also be advised of the same.
- 14.8 All aircraft parking areas, including licenced apron areas, must be kept in good order, free from obstructions to the movement of persons, vehicles and aircraft, and in a clean tidy serviceable condition to the satisfaction of JAH. Users must comply with any request by JAH to remove items considered by JAH to be an obstruction, or potential obstruction, to persons, vehicles or aircraft.

15. Movement of Parked Aircraft

- 15.1 JAH may at any time order the User 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 charge 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.
- 15.2 Any further occurrence of an aircraft parking in an area for which it has previously been directed to be removed from, or for which the User has previously been directed to remove an aircraft from, will incur the additional charge detailed in paragraph 15.1 above for the full duration that the aircraft is parked in that area.
- 15.3 In addition to the rights set out above, JAH may move or have moved any aircraft parked at Jandakot Airport either:
- (a) to another location within Jandakot Airport; or
 - (b) from Jandakot Airport to any location JAH deems appropriate.
- 15.4 Should any aircraft be moved the User 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.
- 15.5 In the event that the User fails to comply with any order to move an aircraft within a specified period the User 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.

16. Disabled Aircraft Removal

- 16.1 The User is responsible for the removal of an aircraft that becomes disabled within an aircraft movement area.
- 16.2 Where possible, aircraft operators should have engineers and aircraft removal equipment available. If the User does not have the resources to remove the aircraft, cannot proceed with the removal in a timely manner, or refuses to remove the aircraft in a timely manner as directed by JAH, JAH will arrange for the removal of the aircraft at the Users expense.

17. Pre-flight and Engine Ground Runs

- 17.1 Pre-flight engine runs must be conducted in the run-up bay appropriate to the runway in use.
- 17.2 Non-pre-flight engine ground runs exceeding five (5) minutes in duration must be conducted in the bunded northern run-up bay only or at a taxiway designated and approved by JAH. The Compass Swing Bay is not available to be used for ground runs without prior approval from JAH.

18. Aircraft Detention

- 18.1 Should any aircraft, its parts and accessories of the User 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:
- (a) 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
 - (b) 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.
- 18.2 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.
- 18.3 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.

19. Comply with Legislation

- 19.1 The User must comply on time with all JAH Policies, requirements and orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities and the Legislation.

20. Exclusion of Liability and Indemnity – Insurance

- 20.1 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
- unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result.
- 20.2 In addition to the above the User 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 User or of their customers servants agents or contractors; or
- ii. some danger created by the User 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 User 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); or
- 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 User or of its customers servants agents or contractors.

20.3 The User must effect and maintain with an insurance company approved by JAH in respect of the User'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 User 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.

21. Release

21.1 The User 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 User or its customers servants agents or contractors or any person claiming through the User 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 User or its customers servants agents or contractors; or
 - ii. some danger created by the User or its customers servants agents or contractors (whether or not the existence of that danger was or ought to have been known to the User 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 User or its customers servants agents or contractors.

22. Release of Warranty

22.1 To the fullest extent allowed by law, JAH excludes all warranties or representations in connection with the access and 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 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.

23. Airport Unavailability

23.1 JAH shall not be liable for any loss suffered by the User as a result of the closure of Jandakot Airport for whatever reason and for whatever period or any part thereof.

23.2 JAH shall not be liable to the User or any other party claiming under, through, or for the User for any delays in the movement or scheduling of aircraft for any reason whatsoever.

23.3 JAH will use its best endeavours to minimise any closures of Jandakot Airport or the unavailability of any service or facility at Jandakot Airport and, where possible, will notify the User of any proposed closure or unavailability.

24. Privacy & Data Protection

24.1 JAH will comply with the *Privacy Act 1988* in respect of all personal data collected under these Conditions of Access and Use.

24.2 The collection of personal data includes the recording of aircraft radio frequencies.

25. Variations

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