

**1. These conditions**

- a. These are the conditions under which you use our facilities and Services at Lake Macquarie Airport.
- b. Your use any of those Facilities and Services is subject to prior approval in writing, and
  - i. Is limited to the Permitted Use as detailed in Schedule One Item 2; and
  - ii. Is conditional to your acceptance of these conditions (including all of the Special Conditions related to the permitted use as nominated in Schedule One).
- c. These conditions take effect from 30<sup>th</sup> January 2019 and remain current until we change, replace or waive them. Note: Individual agreements under separate lease arrangements may take precedence.
- d. Subject to any contrary requirements under any Legislation we may replace or waive any of the conditions at any time on giving you notice in writing.

**2. Contact Information.** You can contact us by any of the following means

- a. By mail to: Lake Macquarie Airport Pty Ltd  
PO Box 988  
Warners Bay  
NSW 2282
- b. By phone (during business hours Monday to Friday) 02 4944 9199 After hours
- c. Emergency 0408 449 198
- d. By email [contact@lakemacquarieairport.com.au](mailto:contact@lakemacquarieairport.com.au)

**3. Definitions**

- a. Aircraft includes rotary wing aircraft
- b. Airfield means and includes all hangars, other buildings, roads and other areas and facilities within the following parcels of land Lot 939 of DP 755233; and Lots 1576 and 1639 in DP 755233.
- c. Lake Macquarie Airport Pty Ltd (YLMQ) ABN 73 384 842 158 being the leasee and Operator of the Airfield.
- d. Based means aircraft hangered or parked at the Airfield where such hangarage or parking is a Permitted Use for a period of more than one month in accordance with these terms and conditions.
- e. Business Operations means operations by the aircraft owner, his/her employees or the hirer of the aircraft for business or professional reasons, but not directly for hire or reward.
- f. Certificate of Registration means for an aircraft the certificate of registration issue for the aircraft by the appropriate authority.
- g. Commercial Operation means General Aviation Activity that is not business operations or private operations.
- h. Day means a period of 24 hours commencing at midnight.
- i. Equipment means any item (e.g. trailer, partly built aircraft, trolley, motor vehicle that is not specifically an aircraft for the purpose of these conditions of use.
- j. ERSAs means En Route Supplement Australia
- k. Facilities and Services means our aircraft movement areas, aircraft parking, hangars, buildings, road and suchlike located within the Airfield.
- l. General Aviation Activity means the operation of all civil aircraft engaged in non-scheduled flying activity and includes sailplanes, ultralight aircraft, hang gliders and autogyros.
- m. Legislation includes all Commonwealth and State Acts of Parliament, regulations, rules, order, by-laws, ordinance and any other orders or directions of any government or statutory body relevant generally or specifically to the Airfield or any person or aircraft using it.
- n. Movement means a single landing by an aircraft which then vacates the runway.
- o. MTOW means the maximum take-off weight of an Aircraft as specified by the manufacturer or as shown on the Certificate of Airworthiness for that Aircraft, whichever is greater.
- p. NOTAM means Notice to Airman.
- q. Operator of the aircraft means the person by whom, or on whose behalf, the aircraft is operated or otherwise used at the airfield.
- r. Permitted Use means the use in item 2 of Schedule One.
- s. Person includes a corporation or other organisation or enterprise.
- t. Private Operation means operations for pleasure, sport or recreation, or personal transport not associated with a business or profession.

- u. Registered in relation to an aircraft means that the aircraft has a certificate of registration.
- v. Substantial Maintenance procedures means procedures being carried out on an aircraft by a licensed aircraft maintenance engineer which are necessary for the safe operation of the aircraft and which would normally require a period longer than one day to complete.
- w. Use means use of any of our Facilities and Services including but not limited to aircraft landing, taking off, taxiing or parking or discharging or taking on passengers or cargo.

**4. Interpretations** In these Conditions of Use:

- a. “you or your” means the Airport User, as also described in item 1 of Schedule One and, where relevant includes Your Employee and Agents, and
- b. “we, us or our” means Lake Macquarie Airport Pty. Ltd.
- c. The singular includes the plural and the plural includes the singular.
- d. If you consist of more than one person, then each person is jointly and individually liable under these conditions with each of the others.
- e. 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.

**5. Using our Facilities and Services**

- a. When using our facilities and Services at the Airfield you must comply with:
  - i. This Conditions of Use document including all schedules related to the permitted use;
  - ii. The operational requirements of the Airfield as published in ERSA;
  - iii. All Relevant Legislation, which includes Occupational Health and Safety legislation;
  - iv. Other conditions, instructions, orders and directions necessary for the day to day operation of the Airfield;
  - v. Local flying restrictions; and
- b. You must not do anything which puts us in breach of any Legislation.
- c. You accept that:
  - i. Access to our Facilities and Services is subject to the demands of other users of the Airfield;
  - ii. Use of the Airfield may be constrained by Legislation; and
  - iii. We are not responsible for the security of aircraft or your property.
- d. Except where otherwise permitted the use of motor vehicles on the airside of the airfield shall be limited:
  - i. To the setting down of passengers, equipment or cargo; or
  - ii. To activities essential for airfield maintenance; or
  - iii. To activities essential for the security and safety of persons, aircraft and equipment.
  - iv. Any vehicle operating within 70 metres of the runway must display an operating amber rotating beacon.
  - v. All airside access gates are to be kept closed and locked at all times other than when required to be opened for vehicle movement or maintenance.

**6. Charges**

- a. You must pay us charges for using our Facilities and Services at the Airfield.
- b. The fees and charges contained in Schedule 2 of this Conditions of Use pertain to Lake Macquarie Airport.
- c. The amount of charges you must pay will be calculated in accordance with Schedule 2 attached to this Conditions of Use, as varied from time to time. By using our Facilities and Services you agree to the charges applicable at the time of use.
- d. From time to time we will send invoices to you for payment. You are required to provide us you address, name, contacts and other details as required in Schedule 1 of these Conditions of use.
- e. You must pay the charges detailed in each invoice, within thirty (30) days of the date that the invoice bears (whether or not you received the invoice), by one of the following methods:
  - i. By EFT – banking details are included on the invoice; or
  - ii. By cheque made payable to Lake Macquarie Airport Pty Ltd. We reserve the right to pass on bank charges incurred in cheque processing; or
  - iii. By any other method approved by us.

**7. Moving Aircraft and other Equipment**

- a. We may direct you to:
  - i. Move your aircraft or other equipment to another position on the Airfield; or
  - ii. Remove your aircraft and other equipment from the Airfield, at your cost and within a specified time, being a period that we consider, in all the circumstance, to be reasonable.
- b. If you do not comply with our direction within the time specified by that direction, and provided that we have made all reasonable attempts to contact you, we may move or remove the aircraft and other equipment and:
  - i. You must pay our reasonable costs of having the aircraft and equipment moved or removed and any costs incurred by us as a result of having the aircraft and equipment moved or removed; and
  - ii. You are liable for, and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our direction.

#### **8. Airfield Closed or Services Unavailable**

- a. We will endeavour to keep our Facilities and Services at the Airfield available for you to use, subject to any reasonable requirements we may have for operational purposes, maintenance and new development, or any events beyond our reasonable control.
- b. If reasonably possible, we will notify you before we make any Facilities and Services at the airfield unavailable. If, at any time, safety or operational requirements demand that any of our facilities and Services at the Airfield be made 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 and services shall be at your sole discretion. You acknowledge that, in endeavouring to find alternative facilities and services for you, we will need to balance the needs of all affected parties so far as we reasonably can.

#### **9. Services We Do Not Provide**

- a. We do not provide
  - i. Aircraft, building, motor vehicle or other security services;
  - ii. Terminal navigation services;
  - iii. Rescue and firefighting services;
  - iv. En-route services;
  - v. Meteorological services;
  - vi. Apron Services other than allocation aircraft parking bay.
- b. Our charges do not include fees for these services or fees for things we provide outside the scope of the conditions.

#### **10. Release and Indemnity**

- a. We are not liable for, and you indemnify us against:
  - i. Any loss or damage caused for any reason to an aircraft or other equipment, its equipment, its load or the property of its crew or passengers at the Airfield; or
  - ii. Any personal injury caused for any reason to the crew or passengers of, or persons servicing an aircraft at the Airfield, unless, and then only to the extent, caused by our negligence; or
  - iii. Any loss you suffer for any reason because the Airfield or any part of it is closed or any of our facilities and Services at the Airfield are not available; or
  - iv. Any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement of your aircraft; or
  - v. Any consequential injury, loss or damage in connection with the use of or closure of any Airfield including anything referred to in this clause.
- b. You are liable for, and you indemnify us against:
  - i. Any damage your aircraft or other equipment may cause to our property; and
  - ii. Any costs we incur in detaining any of your aircraft; and
  - iii. Any claims for
    1. Personal injury
    2. Death to any person; and/or
    3. Loss or damage to property.

Which is caused or contributed to by you, unless, and then only to the extent that, the same is caused by our negligence.

- c. You agree to indemnify us for any liability, loss, cost, charge or expense of the kind contemplated by clause 10.b that is suffered or incurred by any of our officers, employees or agents.
- d. You further agree to indemnify us for any costs we may incur in the recovery of any monies owed to us for the use of our Facilities and Services at the airfield, 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 Airfield administration costs.

#### **11. Insurance**

- a. You must at all times have a policy of insurance for at least \$5,000,000 (or other such amount as we may notify to you from time to time) insuring against all claims which may be brought against either you or us for personal injury (including death) and/or damage to property arising out of the use of the aircraft or the Airfield by you or any other party you authorise to use the aircraft or the Airfield.
- b. You must at all times when required by us to produce evidence showing that the insurance is in force for the sum notified.
- c. If you fail to insure as required as required by this clause we may deny your use of the Airfield until you demonstrate to us that such insurance is in force.
- d. The sum insured as stated in clause 11.a or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance that we require you to maintain.

#### **12. Exclusion of Warranties and Conditions**

- a. We do not make any representation or warranty in connection with the use of the Airfield 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 any of the service 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 the supplying of the services again.

#### **13. Governing Law**

These conditions of use are governed by the law of New South Wales

#### **14. Privacy Act**

- a. If you are an individual and not a corporate entity this clause applies.
- b. You agree to provide us with any Personal Information we require in relation to your use of the Airport and the Facilities as long as the information is collected for one or more of the following purposes:
  - i. For the purpose of operating the airport; or
  - ii. For the purposes of calculation of the Airfield Charges; or
  - iii. For the purpose of analysing and considering information concerning Airport usage; or
  - iv. For the purpose of disclosing information concerning the Airport and Airport usage to a third party for their use in considering whether to purchase whole or part of the business of operating the Airport or to purchase, lease or licence the whole or part of the Airport site; and
  - v. For the purpose of marketing the Airport.
- c. You consent to us disclosing your Personal Information to any entity for any of the purposes set out in clause 14.b.
- d. You agree to notify us if your Personal Information collected by us becomes inaccurate, incomplete or out of date.
- e. In collecting, using and disclosing your Personal Information we will comply with the provisions of the Privacy Act 1988 (Cth).

**Schedule One Airport User Approval**

Item 1	The Airport user			
	Name			ABN
	Address			
		Post Code		
	Phone	Mobile		
	Email			
Item 2	Is granted approval for the following permitted use of Lake Macquarie Airport subject to the General Conditions of Use and any Special Conditions of Use			
Item 3	This permitted use is limited to the following nominated aircraft			
	Aircraft Type			
	Model			
	Registration No			
	MTOW (kg)			
	Span (m)			
	Overall Length (m)			
	Nominal Area Span x Length(SqM)			
Allocated Storage Area				
Item 4	This approval is valid for the period from			to
Item 5	This approval is subject to the payment of			
Item 6	Details of insurance as required by Clause 11			
	Insurance Provided By			
	Insurance Policy No			
	Certificate of Currency sighted			
Item 7	Signed for AirPort User		Signed for Lake Macquarie Airport Pty. Ltd.	
	By signing you agree to all the terms and conditions in this document.			
	Print Name		Print Name	
Date		Date		

**Schedule Two – Fees and Charges hangarage rental charges include precinct charges**

V.11 - 08072020

	Permitted Use	Ex GST	Incl GST	Unit
Item 1	Parking Fees (concrete pad or grass) up to 18m wingspan	\$3,271.00	\$3,598.10	Per annum
Item 2	Hangarage nominated aircraft span x length up to 40 sqm	\$3,377.00	\$3,714.70	Per annum
Item 3	Hangarage nominated aircraft span x length up to 100 sqm	\$8,446.00	\$9,290.60	Per annum
Item 4	Hangarage nominated aircraft span x length over 100 sqm	\$8,446.00 plus \$111.40 per sq over 100sqm"	\$9,290.60 plus \$122.54 per sq over 100sqm"	Per annum
Item 5	Hangar Rental (whole hangar). Lease required.	By Negotiation		
Item 6	Precinct Charge	\$2.17 sqm	\$2.39 sqm	Per Annum
Item 7	Operations including landing fees - Ultralight – Gyro Aircraft with a MTOW up to 600kg	\$846.00	\$930.60	Per annum
Item 8	Operations including landing fees Aircraft with a MTOW greater than 601kg up to 1200kg	\$1,691.00	\$1,860.10	Per annum
Item 9	Operations including landing fees Aircraft with a MTOW greater than 1201kg up to 2500kg	\$1,691.00 plus \$1.68 per kg over 1201kg	\$1,860.10 plus \$1.85 per kg over 1201kg	Per annum
Item 10	Operations including landing fees Aircraft with a MTOW greater than 2501kg up to 5700kg	\$3,890.00 plus \$5.55 per kg over 2501kg	\$4,279.00 plus \$6.011 per kg over 2501kg	Per annum
Item 11	Operations including landing fees Aircraft with a MTOW greater than 5701kg	\$21,896.00 plus \$13.36 per kg over 5701kg	\$24,085.60 plus \$14.70 per kg over 5701kg	Per annum
Item 12	Visiting aircraft pass per visit	\$201.00	\$221.10	Per visit
Item 13	Multiple visits aircraft pass includes Parking Fees. Subject to: a maximum 10 movements per year; and: Overnight use of parking to be limited to no more than 6 nights per year. No commercial operations	\$565.00	\$621.50	Per annum
Item 14	Commercial Flight Operations by prior arrangement limited to 10 movements per annum	\$1,691.00	\$1,860.10	Per Annum
Item 15	Key Deposit	\$100.00	\$100.00	
Item 16	Office space within terminal building	n/a	n/a	Per annum
Item 17	Equipment storage	\$POA	\$POA	
Item 18	<ul style="list-style-type: none"> <li>Tie Down Fees, Hangar fees and Operation Fees are payable 6 months in advance.</li> </ul>			
	<ul style="list-style-type: none"> <li>Invoices for the renewal of these fees will be issued on 31<sup>st</sup> December and 30<sup>th</sup> June each year.</li> </ul>			
	<ul style="list-style-type: none"> <li>Initial fees will be calculated on a pro-rata basis for each month, or part thereof, from the commencement date until the date of the next renewal invoice.</li> </ul>			
Item 19	The calculated area in Item 2, 3 and 4 is used solely as a basis for determining charges and does not represent the actual hangar space that will be allocated in hangars that are shared with other users.			
Item 20	Equipment Storage by arrangement \$POA			

**Schedule Three – Special Conditions Associated with Permitted Use Aircraft Operations**

Aircraft Operations are subject to the following

Item 1	Permitted category of aircraft to be operated.	Single and multi-engine aircraft (including ultra-lights and autogyros) up to a maximum take-off weight of 7000 Kg - both fixed wing and rotary (helicopter type) aircraft.
Item 2	Permitted Use.	<p>2.1 Aircraft Hangarage and Storage</p> <p>2.2 Private Aircraft Operations</p> <p>2.3 Business Aircraft Operations</p> <p>2.4 Commercial Aircraft Operations</p> <p>2.5 Emergency Services aircraft, including helicopters engaged or operated by an Emergency Service Organisation.</p> <p>2.6 Commercial flight training. (See Note below relating to circuit training)</p>
Item 3	Operational Hours	As airfield lighting is not currently operational some operations are limited to daylight hours
Item 4	Circuits	Circuit training is not permitted unless by prior arrangement.
Item 5	ERSA	All operations unless by prior arrangement to be in accordance with information published in ERSA
Item 6	Noise Management	<p>All operators are reminded of the requirements of Regulation 157 of the Civil Aviation Regulations 1988 relating to operations over populous areas. These regulations require a pilot to maintain a height of at least 1000 feet over any city, town or populous area except in certain circumstances including taking off and landing at an aerodrome.</p> <p>To minimise the effects of aircraft noise all operators are requested to maintain a height of at least 1500 feet when operating within 1 nautical mile of the airfield unless taking off or landing. For reference:</p> <ul style="list-style-type: none"> <li>• Swansea Bridge is approximately one nautical mile south of the airfield; and</li> <li>• Cold Tea Creek is approximately one nautical mile north of the airfield.</li> <li>• Low level, over field flying or missed approaches are not allowed at YLMQ unless legal and approved for special occasions such as media day or Air show days. These events will be posted on the YLMQ Facebook page when approved to keep the local community informed.</li> </ul> <p>Note: Pilots that have permission to use YLMQ are required to fly in a neighbourly fashion at all times around the vicinity of the airport.</p> <p>Lake Macquarie Airport Pty Ltd reserve the right to terminate at any time any previous agreements for use of YLMQ whether verbal or written if any of the conditions are breached.</p>
Item 7	Commercial Operations	Require prior approval by us of any operational manual or procedures relating to the airfield that require approval by an aviation authority.

## Schedule Four – Special Conditions Associated with Permitted Use Aircraft Hangarage and Storage

### 1. Use of Allocated Space

- a. The space allocated to you may be used generally for the storage and repair of aircraft owned by you.
- b. Any allocated hangar space may be used for the final assembly of experimental, ultralight or other aircraft constructed and owned by you.
- c. You may undertake any regulation permitted maintenance in the allocated hangar space provided that at all times during and after said works the hangar is kept in a clean and tidy state. This includes the removal and disposal of used oils, parts and the like at no cost to us.
- d. You and your guests and/or visitors will not use the Airfield Facilities for any social functions, sleeping or overnight camping without written approval from us.
- e. Storage of containers of fuel for use in aircraft within the hangars is not permitted unless the fuel is stored in a manner that is consistent with relevant Australian Standards and OH&S standards, CASA and the requirements of any other relevant authority.
- f. No materials (e.g. empty fuel containers) or waste matter is to be placed or stored within or outside our hangars and buildings.
- g. Storage of something other than aircraft (such as boat, caravan or the like) is not permitted unless approved in writing by us. Storage of aircraft will have priority over other items and in the event of an aircraft requiring hangar space the other items will be required to be removed.
- h. Temporary use of aircraft storage space for motor vehicle storage space is permitted when you take your aircraft away for an extended period (overnight minimum) and:
  - i. The motor vehicle can either be stored without interfering with access or movement of other aircraft or equipment permitted to use the hangar, or
  - ii. Arrangements are made to enable the movement of the motor vehicle by others, if necessary, whilst you are away.
- i. Hangar doors are to be kept closed and locked at all times other than when required to be opened for aircraft movement or maintenance.
- j. Private arrangements made between owners of aircraft or equipment stored in the allocated space does not absolve your responsibility to ensure the security of the allocated space is maintained at all times.
- k. Aircraft stored in hangars must be left in a state capable of being moved so as not to block any access/egress path to another Airport user's aircraft or equipment.
- l. Where it is not possible to move your aircraft or equipment by oneself without risking damage to another aircraft, motor vehicle, or equipment assistance must be called for prior to moving any item.
- m. In the event that any relocation of aircraft or equipment is required for the removal of your aircraft or equipment, you will immediately restore the displaced aircraft or motor vehicles to their original position.

### 2. Sub-letting of hangarage or Storage

- a. You shall not assign the permitted use under these Conditions of use to any other party without the prior approval in writing from us.
  - b. If you sub-let your allocated space, then you shall be in breach of these Conditions of use and will Permitted Use terminated and shall be required to immediately vacate the space occupied forfeiting any outstanding paid usage period.
3. Permitted use under this Schedule does not grant you permission to conduct a business in the allocated space or from the Facilities at the Airfield.
- a. Any proposal to conduct a business in the allocated space or from the Airfield Facilities needs to be approved by us.
  - b. If approved, the consent will be by way of additional schedules that detail the Special Conditions relating to that consent.
4. Where an aircraft has been disposed of and replaced by another aircraft the permitted use may be transferred to any new aircraft provided that:
- a. The original aircraft has been removed from the Airfield; and
  - b. There is space for the new aircraft within the area previously occupied; and
  - c. Any increase in charges and fees associated with the new aircraft, applied on a pro rate basis, being paid by the due date.
5. If you no longer require space then the Permitted Use will be terminated at the end of the period to which fees have been paid, no refund of unused monies will be made.
6. You shall not construct any new buildings, or alter or improve any other buildings on the Airfield without our prior written consent.