CANBERRA AIRPORT CONDITIONS OF USE



## CONDITIONS OF USE

#### **Cancellation of previous conditions**

These conditions replace and cancel all previous conditions between <b>you</b> and <b>us</b> concerning <b>your</b> use of the <b>Airport</b> and the <b>Services</b> . However, rights that exist at the time of cancellation are not affected.			
	What are these conditions about?		
These conditions set out the basis on which <b>we</b> authorise <b>you</b> to use the <b>Airport</b> and the <b>Services</b> . However, they do not apply if <b>you</b> hav a separate written agreement with <b>us</b> for the use the <b>Services</b> .		norise <b>you</b> to use the <b>Airport</b> and the <b>vices</b> . However, they do not apply if <b>you</b> have parate written agreement with <b>us</b> for the use of	
		ds that appear like <b>this</b> have the meanings n in the Meaning of Words (clause 19).	
	Plea	se read these conditions carefully.	
	Que	estions?	
	the rele	<b>bu</b> have any questions about these conditions or operation of the <b>Airport you</b> should contact the vant person shown in the contacts list – edule 6.	
	1.	USE OF AIRPORT	
	1.1		
		These are the conditions under which <b>you</b> use <b>our Airport</b> and any <b>Services</b> at <b>our Airport</b> , unless <b>we</b> have a separate written agreement with <b>you</b> for the use of the <b>Services</b> (such as an Airport Services Agreement). By using the <b>Airport</b> , <b>you</b> acknowledge <b>your</b> acceptance of these conditions.	
	1.2	our Airport and any Services at our Airport, unless we have a separate written agreement with you for the use of the Services (such as an Airport Services Agreement). By using the Airport, you acknowledge your acceptance of	
		<ul> <li>our Airport and any Services at our Airport, unless we have a separate written agreement with you for the use of the Services (such as an Airport Services Agreement). By using the Airport, you acknowledge your acceptance of these conditions.</li> <li>These conditions apply equally to intrastate, interstate and international operations unless</li> </ul>	
	1.2	<ul> <li>our Airport and any Services at our Airport, unless we have a separate written agreement with you for the use of the Services (such as an Airport Services Agreement). By using the Airport, you acknowledge your acceptance of these conditions.</li> <li>These conditions apply equally to intrastate, interstate and international operations unless otherwise stated.</li> <li>You may not nominate or use the Airport as a designated international alternate without first obtaining our consent. We may require you to enter into a separate agreement with us about</li> </ul>	
	1.2	<ul> <li>our Airport and any Services at our Airport, unless we have a separate written agreement with you for the use of the Services (such as an Airport Services Agreement). By using the Airport, you acknowledge your acceptance of these conditions.</li> <li>These conditions apply equally to intrastate, interstate and international operations unless otherwise stated.</li> <li>You may not nominate or use the Airport as a designated international alternate without first obtaining our consent. We may require you to enter into a separate agreement with us about such access.</li> </ul>	

(c)

2.

(b)

(c)

(d)

3.

we may from time to time close all or any part of the **Airport** and withdraw all or any of the Services, for any period we consider appropriate when in **our** reasonable opinion it is necessary to do so. We will notify you of any such determination as soon as reasonably practicable.

#### CURRENCY

- 2.1 These conditions take effect from 1 July 2018 and, as varied according to clause 7, are current until **we** replace them.
- 2.2 **We** may waive compliance with all or any of these conditions for a period, indefinitely or permanently. However, a waiver will only be effective if it is notified to you in writing.

#### **USING OUR SERVICES**

- 3.1 **Services** include the use of the runways, taxiways, aircraft parking areas and other aeronautical services and facilities at the **Airport** directly connected with those things.
- 3.2 **Services** do not include terminal access, terminal apron access or hangar access, which are available from **us** by prior arrangement and at additional cost.
- 3.3 **Services** do not include Ground Handling. A range of third parties offer Ground Handling at the **Airport** and, if required by **you**, should be engaged prior to your use of the Airport.
- 3.4 **Services** do not include air traffic control, aviation rescue and firefighting services and meteorological services which are provided by Airservices Australia and the Bureau of Meteorology.
- 3.5 When using **our Airport** or any Service at **our** Airport you must comply with:
- (a) all Relevant Laws, Airservices Australia publications and any direction from the Civil Aviation Safety Authority;
  - these conditions;
  - other reasonable conditions, instructions, orders and directions notified by **us** from time to time;
  - local flying restrictions;

- (f) directions from anyone entitled by any **Relevant Law** to give them.
- 3.6 **You** are responsible for familiarising yourself with those things.
- 3.7 You must not carry out any Long Term Maintenance on any part of the Airport without our prior written approval.
- 3.8 **You** must not (and must ensure that **your** employees, agents and contractors do not) cause or contribute to any obstruction or disruption to the operation of the **Airport** or to the business, customers or passengers of any other party using the **Airport**.
- 3.9 **You** must promptly on becoming aware notify **us** if any of **our** equipment, assets, facilities or other items at the **Airport** are not working properly or have been in any way damaged.
- 3.10 You must not do anything which may cause us to breach any **Relevant Law**.

#### 4. AIRPORT REQUIREMENTS

- 4.1 **You** must comply with any requirement of which **we** notify **you** from time to time in relation to:
- (a) aviation safety;
- (b) aviation security;
- (c) work health & safety; and
- (d) environmental management,

at the Airport.

- 4.2 **We** may issue these requirements:
- (a) in the form of a notice, direction, order, instruction, procedure (or similar); and
- (b) by letter or email, or via notification on the Airport website, <u>www.canberraairport.com.au</u>.

#### 5. MOVING AIRCRAFT

5.1 **We** may, acting reasonably, direct **you** at **your** cost to:

- (a) move **your aircraft** to another position at the **Airport**; or
- (b) remove your aircraft from the Airport,

in each case within a period of time that **we** consider to be reasonable in the circumstances.

5.2 If **you** do not comply with **our** direction under clause 5.1 within the time set out in **our** direction, **we** may, acting reasonably, move or remove your aircraft according to the procedures in schedule 4, and **you** must pay all costs associated with **us** doing so.

#### 6. PAYMENT OF CHARGES

- 6.1 When **you** use the **Airport** or the **Services** at the **Airport**, **you** must pay **us** the **Charges**.
- 6.2 We will issue you with an invoice for the Charges when you use the Airport or the Services at the Airport.
- 6.3 The **Charges** are due and payable by the due date on the invoice , unless **you** have made **Other Payment Arrangements** with **us**.
- 6.4 Without affecting clause 6.3, if **your aircraft** leaves the **Airport** prior to the issuance of an invoice, **we** or the **Billing Agent** will issue **you** an invoice to be paid on the terms in these conditions in respect of the **Charges** incurred which must be paid by the due date on the invoice.
- 6.5 **You** must not make any set-off against or deduction from any **Charges**.
- 6.6 You will be liable for Charges whether or not your aircraft was used with your permission.

#### 7. VARYING CONDITIONS

- 7.1 We may vary these conditions (including by imposing additional **Charges** or varying existing **Charges**) at any time, but we must comply with all **Relevant Laws**.
- 7.2 Any variation under clause 7.1 will take effect from the nominated date, provided that **we** have given **you** details of the changes at least 21 days before they take effect. **We** may give **you** that notice by letter or email, or via notification on the Airport website, www. canberraairport.com.au.

7.3 We may at **your** request vary these conditions as they apply to **you**, but that variation must be agreed in writing and must comply with all **Relevant Laws**.

#### 8. PAYMENT METHOD

- 8.1 Payments to **us** may be made by electronic funds transfer, credit card or as provided for on **our** invoices.
- 8.2 Where **you** are not an **RPT**, **Freight & Charter Operator**, **you** may apply to **us** for a credit account in relation to the **Charges you** may incur.
- 8.3 We may require that your application be accompanied by a completed credit application (in the form we determine from time to time). Based on that application and reports issued by any credit rating agency, we will determine the extent (if any) to which we will extend you credit. As a condition of extending you credit, we may require a bank guarantee or bond in our favour on terms satisfactory to us.
- 8.4 If you hold a credit account with us, we may at any time, on 14 days' notice, require you to submit a completed credit application so that we can review the extent (if any) to which we will (b) continue to extend you credit. If we decide to continue extending you credit, we may as a condition of doing so require a bank guarantee or bond in our favour on terms satisfactory to us. If we decide to discontinue extending you credit, we will notify you and the balance then owing on your credit account will become due and payable within 14 days of such notification.

#### 9. FAILURE TO PAY

- 9.1 **You** must notify **us** immediately when **you** become aware that **you** will or might be unable to pay a **Charge**.
- 9.2 Neither **your** giving, nor **our** receipt, of that notice, affects **our** rights under these conditions.
- 9.3 If **you** do not pay an amount **you** owe **us** by the due date on the invoice for that amount, **you** are liable to pay interest on that amount from and including the date that it was first due and payable up to and including the day **you** pay it and all interest accrued on it.

- 9.4 Interest will be calculated daily at the **Interest Rate**.
- 9.5 If **you** do not pay an amount by the due date on the invoice for that amount, **we** may also charge **you** an **administration fee** of \$50.00 **GST** exclusive, for each month or part thereof during which the amount remains unpaid. The **administration fee** covers **our** additional administrative costs incurred due to **your** failure to pay and is due and payable immediately.
- 9.6 We may recover from you amounts you owe in relation to the use of the **Airport** or any **Service**.
- 9.7 **You** must pay all **our** costs on a full indemnity basis in recovering from **you** any money due to **us** under these conditions.

#### **10. EXTENDED FAILURE TO PAY**

10.1 If **you** fail to pay any **Charges** within 21 days of the due date of the invoice for those **Charges**, **we** may:

refuse to allow **your aircraft** to use the **Airport** in accordance with the **Crown Lease**;

use reasonable means to physically detain **your aircraft** until **you** have paid the **Charges**, all interest on the **Charges**, the **administration fee** and any other costs **we** have incurred as a result of **you** not paying the **Charges**;

use reasonable means to physically detain any property of yours which is located at the **Airport**; and

refuse **you** or any **Associate** access to the **Airport**.

10.2 If:

(d)

(a)

(b)

on 2 or more occasions **you** have failed to pay **Charges** within 21 days of the due date on the invoice for those **Charges** (whether or not **you** have subsequently paid those **Charges**); or

we have at any time commenced court action to recover a debt you owe us,

then **we** may require **you** to provide **us** with a bank guarantee or bond in accordance with clause 16, except that the notice period referred to in clause 16.1 for providing the bank guarantee or bond is 7 days.

- 10.3 Where **we** have required **you** to provide **us** with a bank guarantee or bond, we may:
- (a) refuse to allow any or all of **your aircraft** to use the **Airport**; and
- (b) refuse you or any Associate access to the Airport,

until you have provided to us the bank guarantee or bond to our reasonable satisfaction.

#### 11. DISPUTES

- 11.1 If **you** notify **us** within 10 days of the date of an invoice that **you** dispute all or any part of that invoice, and in **our** reasonable opinion **you** have grounds to dispute it, we will negotiate with you in good faith with a view to resolving the dispute. If only part of an invoice is disputed, **you** must pay the remainder by the due date.
- 11.2 If, in **our** reasonable opinion, **you** have no reasonable grounds for disputing an invoice, we will notify **you** as soon as practicable, providing reasons for **our** opinion, and **you** must pay the invoice by its due date or, if that has passed, immediately.

#### 12. SALE OF AIRCRAFT

- 12.1 If any **Charge** is not paid within 45 days of the due date on the invoice for that **Charge**, we may, acting reasonably, sell your aircraft, or any other property of yours at the Airport, in accordance with schedule 5.
- 12.2 To the full extent allowed by law **we** are not liable for any loss, liability or expense **you** incur arising out of or in any way connected with:
- (a) anything **we** do or do not do, in exercising **our** right of sale under these conditions, including not obtaining a proper price; and
- our application or payment of sale proceeds. (b)

#### **13. LIABILITY & INSURANCE**

13.1 Except to the extent required by law, and as expressly set out in these conditions, we do not make any representation or warranty in connection with the **Airport** or any **Service**.

- 13.2 To the full extent allowed by law, **we** are not liable, in contract, tort (including negligence), bailment or otherwise, except in the case of **our** gross negligence or wilful misconduct for:
- any loss of or damage to an aircraft, its (a) equipment or its load;
- (b) any loss of or damage to any of **your** property;
- any loss of or damage to the property of the (c) **Crew** or passengers of an aircraft;
- (d) any loss or damage **you** suffer for any reason because the **Airport** or any part of it is closed or any Service at the **Airport** is unavailable;
- any personal injury or death in any way (e) associated with **your aircraft** or **your** use of the Airport;
- (f) any loss or damage in relation to **our** exercise or purported exercise of rights conferred on **us** by these conditions; and
- (q) any indirect, special or consequential loss or damage,

arising out of or in any way connected with **your** use of the **Airport** or any Service or **our** exercise of any powers under these conditions or any Relevant Law.

- 13.3 At all times while **you** are using the **Airport** or any Service, **you** must:
- Take out and maintain aviation liability insurance (a) for at least \$20 million (or such higher amount as we notify to you from time to time); and
- (b) produce evidence of that insurance whenever we ask.

#### 14. STATUTORY TERMS

- 14.1 To the full extent allowed by law, and except as expressly set out in these conditions, we exclude all conditions, warranties and representations in connection with the use of the **Airport** or any Service which would otherwise be implied by the Relevant Law.
- 14.2 If **we** are liable for breach of any non-excludable warranty or representation implied by any Relevant Law in connection with any goods or services supplied, then, to the full extent allowed by law, **our** liability is limited to:

- in the case of goods, any one or more of the (a) following:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - the payment of the cost of replacing the (iii) goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; or
- in the case of services: (b)
  - (i) the supplying of the services again or
  - the payment of the cost of having the (ii) services supplied again.

#### **15. INDEMNITIES**

15.1 You indemnify us against any loss, liability or expense arising out of a third party claim in any 16. SECURITY way connected with **your** use of, or presence on, the **Airport** (or that of **your aircraft**) or **our** 16.1 Where we request it, you must on 30 days' exercise of any power in accordance with these notice provide **us** with a bank guarantee or bond conditions, whether arising in contract, tort in **our** favour to secure **your** obligations in these (including negligence), bailment or otherwise. conditions.

(a)

(b)

- 15.2 **You** indemnify **us** against loss, liability or expense **we** incur as a result of **your** negligence or breach of any of these conditions.
- 15.3 You indemnify us against loss, liability or expense arising out of:
- any damage **your aircraft** causes to the (a) Airport or Services or any other property of ours;
- (b) our moving, removing or detaining any of your **aircraft** in accordance with these conditions; and;
- (c) claims for personal injury, death, loss, liability or expense caused or contributed to by **vou**, including by **your** failure to comply with requirements of the Airport notified to you in accordance with clause 4.
- 15.4 You indemnify us against any loss, liability or expense arising out of a claim in any way connected with the sale of **your aircraft** or any other property of yours which is conducted in accordance with these conditions.

- 15.5 An indemnity in **our** favour is also given for the benefit of **our** officers, employees, agents or contractors.
- 15.6 **We** may invoice **you** for loss, liability or expense under this indemnity – and such amounts are deemed to be Charges for the purposes if payment and recovery - however we need not incur expense or make payment before enforcing any right of indemnity under these conditions.
- 15.7 **Your** liability to the entities indemnified under this clause 15 will be reduced proportionally to the extent that any wilful misconduct or negligent act or omission of, or breach of the terms of these conditions by those indemnified entities directly or indirectly caused or contributed to the relevant loss.
- 15.8 Each indemnity in these conditions is a continuing obligation, separate and independent from **your** other obligations and survives termination of these conditions.

16.2 The amount of the bank guarantee or bond will be the greater of:

\$50,000.00;

the aggregate of the previous 3 months **Charges** payable by **you** to **us** (whether or not in fact paid); or

(c) any other amount **we** consider reasonable,

(d) and otherwise on terms we consider reasonable.

16.3 We may on 30 days' written notice require you to increase the amount of the bank guarantee or bond by an amount equal to all **Charges** owing or reasonably likely to be owed under these conditions plus interest and any other costs payable in connection with these **Charges** if:

(a) **you** fail to pay any **Charges**; or

(b) **you** fail to comply with any of these conditions.

16.4 If **you** fail to pay any **Charges** or damage the Airport or the Services or otherwise, in our

reasonable opinion, breach these conditions, we can call on the bank guarantee or bond without notice to **you**.

16.5 If the bank guarantee or bond is called on, **you** must, following receipt of **our** request, provide **us** with a further bank guarantee or bond in the amount last required by this clause 16, as soon as reasonably practicable and in any event within 7 days of the request, failing which clause 9 will apply as if the reference to an amount due is a reference to the quantum of the bank guarantee or bond.

#### 17. GST

- 17.1 All amounts payable under these conditions are **GST** exclusive.
- 17.2 If **GST** is imposed on any supply made by **us** under these conditions, **you** must pay to **us** the amount imposed at the same time in addition to, and without setoff to, the amount **you** are required to pay **us** for the supply.
- 17.3 If **GST** is imposed on any supply by **us** under these conditions, we must give to you a tax invoice for the supply at the same time as **you** pay to **us** the full amount of the consideration payable for the supply in question.

#### **18. MISCELLANEOUS**

- 18.1 Nothing in these conditions limits any action against **you** that **we** may take to recover amounts **you** owe **us**.
- 18.2 These conditions are governed by the laws of the Australian Capital Territory. You and we agree to take legal proceedings in connection with these conditions only in the courts of the Australian Capital Territory and courts of appeal from them.
- 18.3 Unless the context otherwise indicates, no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted the conditions or any provision of them.
- 18.4 Any provision in these conditions which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of these conditions.

18.5 All notices and other communications from **us** to **you** in connection with these conditions must be in writina.

- 18.6 They must be:
- (a) left at **your** address last known to **us**;
- (b) sent by prepaid ordinary post to that address;
- (c) sent by email:
- (d) notified on the Airport website, www.canberraairport.com.au; or
- given in any other way permitted by law. (e)
- 18.7 They take effect from the time they are received unless a later time is specified.
- 18.8 If sent by post, they are taken to be received 6 davs after posting.

#### **19. MEANING OF WORDS**

administration fee means a fee charged in accordance with clause 9.5.

**Airport** means the Canberra Airport site occupied by us under the Crown Lease, which includes the **Services**. Where these conditions refer to:

- the Airport and the Services; or (a)
- the Airport or the Services, (b)

they do so to give emphasis to the Services in that context and do not in any way limit the meaning of Airport.

**Associate** means a person or company whose relationship to **you**, or whose arrangements or understandings with you, are such that, in our reasonable opinion, that person or company should, in relation to the **Airport** or any **Services**, be treated in all relevant respects in the same way as you.

**Billing Agent** means an entity, as nominated by **us** from time to time, which issues invoices to **you** on **our** behalf.

Charges means:

for **RPT, Freight & Charter Operators**, the (a) charges described in schedule 1, and any other amount due and payable to us;

(b)	for persons who are not <b>RPT, Freight &amp;</b> <b>Charter Operators</b> , the charges described in schedule 2, and any other amount due and payable to <b>us</b> ;	<b>Ol</b> pro <i>Sa</i>	
(c)	for the Commonwealth when operating military aircraft, the charges described in schedule 3, and any other amount due and payable to <b>us</b> ; and	Ot for cla	
(d)	for all users of the <b>Airport</b> , the charges imposed by <b>us</b> for the recovery of costs associated with the provision of security services, policing, security infrastructure and <b>our</b> insurance premium relating to aviation special risk insurance.	Pa by an Pr Re lav	
Crew	means flight crew and cabin crew.	inc	
	<b>In Lease</b> means <b>our</b> lease of the <b>Airport</b> site the Commonwealth of Australia.	(a)	
Dom	estic has the meaning given in Schedule 1.		
Airpor passe	<b>nd Handling</b> means activities undertaken at the to facilitate aircraft operations including nger handling and check-in, baggage handling,	(b)	
move	and freight handling, mail handling, aircraft ment control, aircraft servicing including cabin ng, aircraft waste removal, aircraft water	(c)	
repler	ishment, catering, aerobridge operation, eering and refuelling.	Th av	
<b>GST</b>	has the meaning given in the <b>GST Law</b> .	en	
	<b>Law</b> means A New Tax System (Goods and ces Tax) Act 1999 (Cth).	<b>RI</b> op	
Inter	rest Rate means the rate of 9.95% per annum.	(a)	
Inter	<b>mational</b> has the meaning given in Schedule 1.	(b)	
which	e means an agreement in writing with <b>us</b> under <b>you</b> , or anyone else, occupies any part of the ort on any basis.	Se	
	: <b>Commercial Aircraft</b> has the meaning given in lule 2.	Ur	
	Recreational Aircraft has the meaning given in lule 2.	Pt Gr se as	
Long Term Maintenance means maintenance which will take more than 3 days to complete.			

**MTOW** means the maximum take off weight of an aircraft.

perations Manual means the aerodrome manual oduced by **us** in accordance with the *Civil Aviation* afety Regulations 1998 (Cth).

ther Payment Arrangements means arrangements r the payment of **Charges** of the kind described in auses 8.2 to 8.4.

ayment Authority Form means a form developed **us** and provided to **you** which authorises **us** to debit nounts directly from **vour** nominated account.

rior Notice has the meaning given in Schedule 1.

elevant Law means any law which is in force, or any wful obligation arising under such law directly or directly:

in relation to **us**, with which **we** must comply in respect of the Charges, the Airport, Services and these conditions;

in relation to you, with which you must comply in respect of **your aircraft** or their use, the Airport and the Services; or

in relation to the **Airport** and the **Services** or their use.

is includes all laws relating to aviation safety, viation security, work health & safety and vironmental management at the **Airport**.

PT, Freight & Charter Operator means an aircraft erator (whether International or Domestic) who:

operates an aircraft having a **MTOW** of 15,000kg or more; and

has not entered into a separate agreement in relation to charges for such operations.

ervices has the meaning given in clause 3.

**nscheduled** has the meaning given in Schedule 1.

e, us, ourselves and our means Canberra Airport ty Limited (ACN 080 361 548) and Capital Airport roup Ptv Limited (ACN 080 711 191) jointly and verally and includes **our** respective successors and signs.

you and your includes:

- (a) the legal owner of an aircraft which uses the **Airport** or any **Service** provided at the **Airport**;
- (b) the operator of an aircraft which uses the Airport or any Service provided at the Airport;
- (c) the pilot of an aircraft which uses the **Airport** or any **Service** provided at the **Airport**;
- (d) any person or company which has any type of interest in an aircraft which uses the **Airport** or any Service provided at the **Airport**; and
- the holder of the Certificate of Registration for an aircraft which uses the **Airport** or any **Service** provided at the **Airport**,

jointly and severally, and **your** legal personal representatives, successors and assigns.

**your aircraft** means an aircraft in respect of which **you** are a person described in the previous definition.

CANBERRA/ID347980

# SCHEDULE 1: RPT, FREIGHT AND CHARTER OPERATOR CHARGES (EXCLUDING GST)

#### **IMPORTANT NOTES:**

If **you** are planning regular movements at the Airport, you can contact us using the details in Schedule 6 to discuss alternative charging arrangements for those regular movements.

The charges in this Schedule 1:

- do not apply if we have a separate written agreement with **you** for the use of the **Services** (such as an Airport Services Agreement); and
- exclude all charges for terminal access, terminal apron access, terminal apron parking, passenger processing (including use of embarkation and disembarkation facilities) and security-related services, as these are not part of the Services provided under these conditions.

All movements (arriving and departing) will be charged the applicable Landing Charge and the applicable Parking Charge.

Application of Charges

- The Landing Charge is payable each time **your** aircraft lands.
- The new Taxiway Bravo Recovery Charge is payable each time your aircraft lands.
- The relevant parking charge is payable each time your aircraft lands.
- If **your aircraft** is parked at the Airport other than at the terminal apron (**Other Apron**), the Other Apron Parking Charge will be payable.
- If **your aircraft** is parked at the terminal apron, the Terminal Apron Parking Charge will apply.
- Terminal apron parking is not available for **unscheduled** domestic aircraft movements or for international aircraft movements without **our** prior consent which will be provided at **our** discretion.
- Overnight access to the terminal apron will be provided at **our** discretion.
- **Unscheduled** means, in respect of an aircraft movement, that **you** have not given us **Prior Notice** of the relevant aircraft movement. This

<sup>1</sup> Domestic means an aircraft movement whose origin and final destination is a place in Australia.

<sup>2</sup> International means an aircraft movement which:

includes **RPT** aircraft diverted to the **Airport** for any reason.

- **Prior Notice** means, in respect of an aircraft movement, that **you** have made prior arrangements with **us** at least 24 hours before the arrival the relevant aircraft at the **Airport** by:
  - providing to **us** a completed booking form • (available on **our** website at canberraairport.com.au); and
  - receiving from **us** written confirmation of • your booking.

#### PART 1 – CHARGES FOR DOMESTIC<sup>1</sup> AIRCRAFT MOVEMENTS

#### 1 JULY 2025 - 30 JUNE 2026 (GST EXCLUSIVE)

Charge	Basis of charge	Rate
UNSCHEDULED AIRC	RAFT MOVEMENTS	
Landing Charge	per MTOW tonne per landing	\$54.79
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$7.07
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$43.51
PRIOR NOTICE AIRC	RAFT MOVEMENTS	
Landing Charge	per MTOW tonne per landing	\$44.39
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$5.73
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$33.58
Terminal Apron Parking Charge	Per MTOW tonne per 2 hours or part thereof	\$33.58
Overnight Terminal Apron Parking	Per MTOW tonne from 2000 hours until 0600 flat rate	\$67.16

#### 1 JULY 2024 – 30 JUNE 2025 (GST EXCLUSIVE)

Charge	<b>Basis of charge</b>	Rate
UNSCHEDULED AIR		
Landing charge	per MTOW tonne per landing	\$52.94

(a) departs from a place outside Australia for a destination in Australia; or

Charge	<b>Basis of charge</b>	Rate
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$6.83
Other Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$42.04
PRIOR NOTICE AIR	CRAFT MOVEMENTS	
Landing charge	per MTOW tonne per landing	\$42.89
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$5.53
Other Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$32.44
Terminal Apron Parking Charge	Per MTOW tonne per 2 hours or part thereof	\$32.44
Overnight Terminal Apron Parking	Per MTOW tonne from 2000 hours until 0600 flat rate	\$64.89

#### PART 2 - CHARGES FOR INTERNATIONAL<sup>2</sup> AIRCRAFT MOVEMENTS

#### 1 JULY 2025 - 30 JUNE 2026 (GST EXCLUSIVE)

Charge UNSCHEDULED AIRCR	Basis of charge AFT MOVEMENTS	Rate
Landing Charge	per MTOW tonne per landing	\$119.02
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$15.36
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$106.50
PRIOR NOTICE AIRCR	AFT MOVEMENTS	
Landing Charge	per MTOW tonne per landing	\$96.41
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$12.44
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$82.19

(b) departs from a place in Australia for a destination outside Australia. This includes an aircraft which is first diverted to the Airport before leaving Australia.

#### 1 JULY 2024 - 30 JUNE 2025 (GST EXCLUSIVE)

Charge	Basis of charge	Rate
UNSCHEDULED AI		ENTS
Landing charge	per MTOW tonne per landing	\$114.99
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$14.84
Other Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$102.90
PRIOR NOTICE AIF	RCRAFT MOVEM	ENTS
Landing charge	per MTOW tonne per landing	\$93.15
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$12.02
Other Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$79.41

SCHEDULE 2: GENERAL AVIATION CHARGES

#### **IMPORTANT NOTES:**

Light Recreational Aircraft means an aircraft with an MTOW of up to and including 15,000kg used for private (non-revenue) purposes.

Light Commercial Aircraft means an aircraft with an MTOW of up to and including 15,000kg used for commercial purposes, which includes both revenuegenerating and not-for-profit activities, such as charter, hire, instruction or training.

Rate per day 1-3 is inclusive and consecutive.

Rate per day 4 and over is consecutive.

Terminal apron access and terminal apron parking is not available for Light Recreational Aircraft or Light Commercial Aircraft movements.

Parking other than at the terminal apron (Other **Apron**) is subject to availability, payment of the Other Apron Parking Charge and in accordance with our directions.

#### PART 1 – CHARGES FOR AD HOC USE OF THE SERVICES

#### 1 JULY 2025 - 30 JUNE 2026 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) charges				
Aircraft MTOW	Basis of charge	Rate per day 1-3	Rate per day 4 & over	
<2,501kg	per calendar day or part thereof	\$37.75	\$28.32	
2,501- 4,000kg	Per calendar day or part thereof	\$88.08	\$66.10	
4,001- 5,700kg	per calendar day or part thereof	\$142.61	\$106.96	
5,701- 15,000kg	Per MTOW tonne per calendar day or part thereof	\$31.34	\$23.51	

VERSION 1.8 (1 April 2025)

#### Light Commercial Aircraft (LCA) charges Always & MTOW Decis of chaves

AIRCRAFT MILOW	Basis of charge	Rate
<2,501kg	per calendar day or part thereof	\$49.09
2,501-4,000kg	per calendar day or part thereof	\$114.52
4,001-5,700kg	per calendar day or part thereof	\$185.45
5,701-15,000kg	per MTOW tonne per calendar day or part thereof	\$40.77

If a Light Recreational Aircraft or a Light Commercial Aircraft parks at the Other Apron, the following additional charges will apply:

Fairbairn Apron Parking Charge		
Basis of charge	Rate	
per MTOW tonne		
per calendar day or	\$77.71	
part thereof		

#### 1 JULY 2024 - 30 JUNE 2025 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) charges				
Aircraft MTOW	Basis of charge	Rate per day 1-3	Rate per day 4 & over	
<2,501kg	per calendar day or part thereof	\$36.47	\$27.36	
2,501- 4,000kg	Per calendar day or part thereof	\$85.10	\$63.87	
4,001- 5,700kg	per calendar day or part thereof	\$137.79	\$103.34	
5,701- 15,000kg	Per MTOW tonne per calendar day or part thereof	\$30.28	\$22.72	

Light Commercial Aircraft (LCA) charges				
Aircraft MTOW	Basis of charge	Rate		
<2,501kg	per calendar day or part thereof	\$47.43		
2,501-4,000kg	per calendar day or part thereof	\$110.64		
4,001-5,700kg	per calendar day or part thereof	\$179.18		
5,701-15,000kg	per MTOW tonne per calendar day or part thereof	\$39.39		

If a Light Recreational Aircraft or a Light Commercial Aircraft parks at the Other Apron, the following additional charges will apply:

Other Apron Parking Charge	
Basis of charge	Rate
per MTOW tonne	
per calendar day or	\$75.09
part thereof	

#### PART 2 – CHARGES FOR PERMIT HOLDERS

Note: if you wish to apply for an annual permit visit www.canberraairport.com.au for more information.

LRA or LCA Annual Permits – Grass rates apply to aircraft <2,501kg parked in hangars at Canberra Airport.

Rates on application to mail@avdata.com.au for LRA or LCA Annual Permits for aircraft >=2,501kg up to 15,000kg parked in hangars at Canberra Airport.

#### 1 JULY 2025 - 30 JUNE 2026 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) Charges - Annual Permits - Grass				
Aircraft MTOW	Basis of charge	Rate		
<2,501kg	per MTOW tonne per annum	\$3,496.34		
	per annam			
- Annual Permits	al Aircraft (LRA) Cha	arges		
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Light Commercial Aircraft (LCA) Charges - Annual Permits – Grass				
Aircraft MTOW	<b>Basis of charge</b>	Rate		
<2,501kg	per MTOW tonne per annum	\$4,545.22		
Light Commercial Aircraft (LCA) Charges - Annual Permits – Apron				
Aircraft MTOW	Basis of charge	Rate		
Up to 15,000kg	Per MTOW tonne per annum	\$7,954.23		
1 JULY 2024 – 30 JUNE 2025 (GST EXCLUSIVE)				
Light Recreational - Annual Permits -	Aircraft (LRA) Cha Grass	arges		
Aircraft MTOW	<b>Basis of charge</b>	Rate		
<2,501kg	per MTOW tonne per annum	\$3,378.10		
Light Recreational Aircraft (LRA) Charges - Annual Permits – Apron				
Aircraft MTOW	Basis of charge	Rate		
Up to 15,000kg	per MTOW tonne per annum	\$5,911.69		
Light Commercial Aircraft (LCA) Charges - Annual Permits – Grass				
Aircraft MTOW	Basis of charge	Rate		
<2,501kg	per MTOW tonne per annum	\$4,391.52		
Light Commercial Aircraft (LCA) Charges - Annual Permits – Apron				
Aircraft MTOW	Basis of charge	Rate		
Up to 15,000kg	Per MTOW tonne per annum	\$7,685.24		

# SCHEDULE 3: MILITARY AND VIP AIRCRAFT

LANDING FEES AND PARKING CHARGES:

Please contact Canberra Airport on +61 2 6275 2222 or

commercial@canberraairport.com.au for further information on these fees and charges.

## SCHEDULE 4: MOVING AIRCRAFT

- 1.1 If **we** are required to move or remove **your aircraft** for any reason, **we** will give **you** as much notice as **we** reasonably can in the circumstances:
- (a) that **we** intend to move or remove **your aircraft**;
- (b) of the proposed location to which your aircraft is to be moved or removed;
- (c) of the means by which **we** intend to move or remove **your aircraft**; and
- (d) of what you must do to recover your aircraft.
- 1.2 If **we** can't give **you** advance notice, **we** will notify **you** as soon as **we** can after **we** have moved or removed **your aircraft**:
- (a) that **we** have moved or removed **your aircraft**;
- (b) of its location; and
- (c) of what **you** must do to recover **your aircraft**.

# SCHEDULE 5: SALE OF THE PROPERTY

- 1.1 If **we** exercise **our** power of sale under these conditions, **we** may sell or agree to sell **your aircraft** (and any of its parts or accessories) or other property of **yours** on such terms and conditions **we** think fit. They will include but not be limited to the following:
- (a) the sale may be by public auction, private treaty or by tender, for cash or on credit;
- (b) the sale may be for a price or prices, and any price or prices may be less than market value;
- (c) the sale may be with or without special provisions about title, or time, or means of payment of purchase money, or otherwise; and
- (d) the sale may allow the purchase money to remain secured by a mortgage or charge over the property sold, or secured by other security, or without security, and on any other terms, without **us** being responsible for loss.
- 1.2 We may engage anyone in connection with the sale of **your aircraft** or any other property as **we** see fit.
- 1.3 **We** may enter into, rescind or vary a contract for sale, and resell without being responsible for loss, and execute assurances of the property sold in **your** name and on **your** behalf.
- 1.4 **We** may do anything to complete any sale which **we** consider desirable and set aside from the proceeds of sale any amount which **we** consider desirable to meet future claims until the possibility of claims being made has ended.
- 1.5 Without limiting any other provision of this schedule, in consideration of our allowing you or your aircraft to use the Airport and the Services, you irrevocably appoint us severally as your attorney for the purposes of exercising our rights under this schedule including selling or transferring your aircraft (and any of its parts or accessories) or other property of yours at the Airport.

1.6 **We** will apply the proceeds of a sale as follows:

in reimbursing **ourselves** for any costs associated with the sale;

(a)

(b)

(c)

in or towards the satisfaction of any outstanding **Charges**;

if there remains any surplus, to **you** or anyone else entitled to it.

1.7 If the proceeds of sale are less than the amount **you** owe **us**, the outstanding balance remains owing by **you** to **us** according to these conditions, and all of **our** rights against **you** remain unaffected.

1.8 No one dealing with us on a sale of any aircraft (or any of its parts or accessories) or other property of yours under these conditions is bound to inquire what our rights and powers to deal in that way are or whether those rights or powers have been properly or regularly exercised. If we have exercised those rights or powers improperly or irregularly no one (other than us) is affected and the sale to them is valid.

# SCHEDULE 6: CONTACTS

### SCHEDULE 6: CONTACTS

#### Airport Address: Capital Airport Group Pty Limited Level 4, Plaza Offices – West 21 Terminal Avenue

Canberra Airport ACT 2609

For queries concerning:		
Conditions and	Contact Head of Aviation +61 2 6275 2222 or	
the Charges	companysecretary@canberraairport.com.au	
Accounts and invoices	Contact Accounts Receivable +61 2 6275 2222 or	
	Accounts@canberraairport.com.au	
Use of the aprons, safety and security	Contact Airport Operations +61 2 6275 2222 or	
	airportoperations@canberraairport.com.au	

### Version Register

Version number	Effective date
1.0	July 2018
1.1	May 2019
1.2	June 2020
1.3	1 July 2021
1.4	1 July 2022
1.5	1 July 2023
1.6	1 July 2024
1.7	10 September 2024
1.8	1 April 2025