

 **ABN 19 093 594 195**

**CONDITIONS OF USE – MANGALORE AIRPORT PTY LTD**

**Effective**

**1 July 2022**

**1. INTRODUCTION**

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| 1.1 **These are the Conditions under which you use the infrastructure, facilities and services provided at Mangalore Airport Pty Ltd. If you use any of these services, you accept these conditions.** |

1.2 These conditions are effective from 1 July 2022 and are current until Mangalore Airport Pty Ltd changes, replaces or waives them. Subject to the terms of these Conditions of Use, all previous conditions of use cease to have effect from 1 July 2022.

1.3 Subject to any other or contrary requirement under legislation, Mangalore Airport Pty Ltd may change, replace or waive any of these conditions at any time on giving written notice by post or on our website or by any generally accepted advertising medium.

1.4 This document does not grant any right or entitlement to you to use any service or facility at the Aerodrome.

**2. CONTACT DETAILS**

Postal Address:

Mangalore Airport Pty Ltd

331 Aerodrome Road Mangalore Victoria 3663

Telephone: (03) 5796 2000 Mobile: 0428 863 439

Email: mangaloreairport@bigpond.com

All correspondence is to be directed to the above address.

**3. DEFINED TERMS AND DEFINITIONS**

**‘Air Navigation Regulations’** means the regulations made from time to time under the *Air Navigation Act 1920*.

**‘AC’** means Advisory Circular

**‘Aerodrome’** is the freehold land referred to as the site referred to as Mangalore Airport Pty Ltd

**‘Aerodrome Fees and Charges’** includes:

(a) Aerodrome Access Fee or Landing Fee charge or Parking charges set out in the publication entitled "Aerodrome Fees and Charges" published annually by Mangalore Airport Pty Ltd

(b) charges for any supplies, services or facilities provided to You or to the aircraft at the Aerodrome by or on behalf of Mangalore Airport Pty Ltd

(c) any other charges payable by You under this Conditions of Use; and

(d) any interest or other costs payable in respect of the above.

 **‘Airside Area’** is the movement area of an aerodrome used for the take-off, landing and taxiing of aircraft consisting of the manoeuvring area (runways and taxiways) and aprons.

**‘ASA’** means Airservices Australia established by the *Air Services Act 1995*.

**‘ANO’** means Air Navigation Orders.

**‘CASA’** means the Civil Aviation Safety Authority established under the Civil Aviation Act 1988.

**‘CAAP’** means Civil Aviation Advisory Publication.

**‘CAR’** means Civil Aviation Regulation.

**‘CASR’** means Civil Aviation Safety Regulations.

**‘Certificate of Registration’** means a certificate issued pursuant to Regulation 13 of the Civil Aviation Regulations.

**‘Civil Aviation Regulations’** means the regulations made from time to time under the *Civil Aviation Act 1988.*

**‘CEO’** means the Chief Executive Officer or his or her nominee.

**‘Conditions of Use’** means this document entitled 'Conditions of Use' and schedules 1 to 5 to this document*.*

**‘ERSA’** means the En Route Supplement Australia published by ASA.

**‘Flying Training’** means any form of instruction in the flying of an aircraft.

**‘Mangalore Airport’** means Mangalore Airport Pty Ltd ABN **19 093 594 195**

**‘LOCAL PRIVATE OPERATORS’** means operators that are based at Mangalore Airport Pty Ltd who lease, sub lease or pay an annual parking fee.

**‘AERO CLUB MEMBERS’** means any registered aircraft owner/ operator who is a financial member of Mangalore Aero Club.

**‘MOS’** means Manual of Standards Part 139-Aerodromes. Made under Part 139 of the Civil Aviation Safety Regulations 1998

**‘MTOW’** means maximum take-off weight (kilograms) of an aircraft as specified by the manufacturer.

**‘NASF’** means National Airports Safeguarding Framework.

**‘Non-Excludable Obligation’** means any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other relevant law, that cannot be excluded, restricted or modified without:

(a) contravening the Australian Consumer Law or other Laws; or

(b) causing any of these conditions to be void.

**‘NOTAM’** (Notices to Airmen) is a notice issued by ASA Notam Office containing information or instructions concerning the establishment, condition or change in any aeronautical facility, service, procedure or hazard which may affect aircraft operations.

**‘Regular Public Transport Operations”** has the meaning given by the term “Commercial Transport Operations” by the *Civil Aviation (Carriers’ Liability) Act 1959*.

**‘Use of the Airport’** by an aircraft includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers or cargo.

**‘We’, ‘Our’, Mangalore Airport’** refers to the Mangalore Airport Pty ltd and includes Mangalore Airport Pty Ltd managers, officers and employees whether permanent or temporary.

**“You”, “Your”** means the owner or operator of an aircraft (jointly and severally, and includes a person, organisation or enterprise by whom, or on whose behalf, an aircraft is operated at or otherwise uses the Aerodrome, including a holder of a Certificate of Registration of an aircraft for which legal liability to pay aerodrome charges is established in accordance with the *Aerodrome Landing Fees Act 2003* (Vic) which uses the Airport.

**4. USE OF THE AERODROME**

4.1 Without limiting any other arrangement between the parties, when using the airside infrastructure of the Airport (including parking facilities), You must always comply with:

(a) This Conditions of Use document.

(b) All relevant Commonwealth and State legislation including, but not limited to, the Civil Aviation Acts and Regulations including (CAR’s, CASR’s 1998, MOS Parts 139 and 173), Advisory Publications (AC’s and CAAP’s) Air Navigation Orders (ANO’S), National Airports Safeguarding Framework (NASF) guidance on the planning requirements for development that affects aviation operations and any other relevant aeronautical planning guidance material.

(c) All relevant State legislation which includes Occupational Health and Safety Act.

(d) The *Aerodrome Landing Fees Act 2003* (Vic).

(e) The operational requirements of the Aerodrome as published in ERSA, DAPEAST and NOTAMs.

(f) Other conditions, instructions, orders and directions necessary for the day-to-day operation of the Aerodrome as issued by Mangalore Airport Pty Ltd from time to time.

(g) Mangalore Airport Pty Ltd “Community Friendly” Operation described in Schedule 3; and

(h) Security requirements directed, legislated or imposed by the Commonwealth Department of Infrastructure, Regional Development and Cities (Aviation) and Transport, Australian Federal Police, Victoria Police and Mangalore Airport Pty Ltd. This includes but is not limited to the,

*Commonwealth Aviation Transport Security Act 2004* and *Aviation Transport Security Regulations 2005*

4.2 You must not take any action that may put Mangalore Airport Pty Ltd in breach of any legislation. You agree that:

(a) Use of Mangalore Airport Pty Ltd may be prohibited or restricted by legislation.

(b) GSCC is not responsible for the security of any aircraft or property; and

(c) You are responsible for maintaining the security of Your own aircraft and property under the,

*Aviation Transport Security Act 2004* and other legislation.

**5. ACCESS TO AIRSIDE AREAS**

Mangalore Airport Pty Ltd is classified as a registered aerodrome by CASA and unauthorised airside access is not permitted as per the Manual of Standards Part 139 Aerodromes; Personnel with authorised airside access are to ensure all access gates and unattended aircraft hangar doors are closed to prevent unauthorized access.

**6. PAYMENT OF AERODROME FEES AND CHARGES**

6.1 Without limitation, it is a condition of Your use of the Airport that applicable Airport Fees and Charges are paid to Mangalore Airport Pty Ltd by You.

6.2 The charges for any supplies, services or facilities will be as determined by Mangalore Airport Pty Ltd in accordance with the Mangalore Airport Pty Ltd schedule of “Aerodrome Fees and Charges” published on the Mangalore Airport web page “mangaloreairport.com.au” and are an incorporated part of this Conditions of Use document (Refer to Schedule 3).

6.3 The ***Aerodrome Landing Fees Act 2003*** came into effect in Victoria on 1 January 2004. The purpose of this Act is to provide for an aerodrome operator to fix a fee for the arrival, departure or parking of an aircraft, a training flight approach by an aircraft or the provision of any directly related activity. This Act establishes a statutory legal liability for aerodrome charges on the holder of the Certificate of Registration of an aircraft.

6.4 Notwithstanding any other provision of this Conditions of Use document any existing discount in relation to any charge payable by You to Mangalore Airport Pty Ltd will, without notice to You, cease from and including the Due Date for payment of any invoice issued by Mangalore Airport Pty Ltd or its Agent which remains unpaid as at that date. In this clause "**Due Date**" has the meaning set out in clause 11.2(c).

**Fees and Charges mean:**

* Landing Fees
* Access Fees
* Parking Fees

6.5 **Landing Fees** – Mangalore airport Pty Ltd has introduced landing fees at the Mangalore Airport Pty Ltd in line with the *Aerodrome Landing Fee Act 2003.* A landing fee charge will apply for the following activities:

* Landings
* Stop and Go’s
* Touch and Go’s

“Landing Fees” will be charged on a monthly basis via an invoice sent by Mangalore Airport Pty Ltd to the registered owner of the aircraft.

6.6 **Access Fees** – An annual “Access” fee charge will be an optional annual payment method for local Mangalore based operators or Mangalore Aero club members. Eligible operators may choose to pay either a landing fee or an annual Access fee. “Access Fees” will be an annual charge to the registered owner of the aircraft and will not be charged on a pro-rata basis.

**“Access Fees”** will be invoiced by Mangalore Airport Pty Ltd.

6.7 **Parking Fees -**

This will be an annual charge as per Mangalore Airport Pty Ltd’s adopted fees and charges and payable by locally based Commercial aviation operators, general aviation operators and Mangalore Aero Club members who do not have a current Hangar lease agreement with Mangalore Airport Pty Ltd but do park aircraft in the aircraft parking area “Parking Fees” will be one charge per annum to the registered owner of the aircraft and will not be charged on a pro-rata basis.

**“Parking Fees”** will be invoiced monthly by Mangalore Airport Pty Ltd.

***The Fees and Charges will be reviewed annually by Mangalore Airport Pty Ltd.***

**7. LIABILITY FOR AERODROME FEES AND CHARGES**

You must pay Mangalore Airport Pty Ltd the relevant Aerodrome Fees and Charges for Your use of the facilities and services at the Airport and any other charges in accordance with this Conditions of Use document.

**8. REFUSAL OF ACCESS**

8.1 Mangalore airport Pty Ltd may refuse access to the Aerodrome to all or any aircraft owned or operated by You if You have failed to pay to Mangalore Airport Pty Ltd any amount due in respect of any aircraft by the Due Date. (See also clause 13).

8.2 GST

Unless otherwise specified, all charges for facilities and services mentioned in this document incorporate the current charge for the goods and services tax **(GST).**

**9. NOTIFICATION: Regular Public Transport Operations**

9.1 In the case of aircraft engaged in Regular Public Transport and/or Charter Operations, Mangalore airport Pty Ltd must be notified prior to the commencement of such operations, which includes providing Mangalore Airport Pty Ltd with a completed "Notification of Aircraft Details" form at Schedule 1.

9.2 For newly scheduled Regular Public Transport and/or Charter Operations Mangalore Airport Pty Ltd may require adequate security to be provided for the payment of Airport Fees and Charges prior to the commencement of such services. It is expected that the amount of security required will not exceed a total of 3 months of Airport Fees and Charges, however Mangalore Airport Pty Ltd reserves the right to require additional security.

**10. EXCLUSION OF LIABILITY**

10.1 Mangalore Airport Pty Ltd does not make any representations or warranties in connection with the Aerodrome or any supplies, services or facilities.

10.2 Except in relation to Non-excludable Obligations, Mangalore Airport Pty Ltd’s liability to You arising directly or indirectly out of or in connection with use of the Airport, any supplies, services or facilities or Mangalore Airport Pty Ltd's exercise of any powers under these conditions or any relevant laws (whether arising under any indemnity, statute, bailment, in tort (for negligence or otherwise), or on any other basis in law or equity) is limited as follows:

(a) Mangalore Airport Pty Ltd will have no liability whatsoever for:

(i) any loss of or damage to an aircraft, its equipment or its load.

(ii) any loss of or damage to any of Your property.

(iii) any loss of or damage to the property of the crew or passengers of an aircraft.

(iv) any loss or damage which You suffer for any reason because the Aerodrome, or any part of it, is closed or any service at the Aerodrome is unavailable.

(v) any personal injury or death in any way associated with Your aircraft or use of the Airport.

(vi) any loss or damage in relation to Mangalore Airport Pty Ltd's exercise or purported exercise of rights conferred on Mangalore airport Pty Ltd by these conditions; and

(vii) any loss, harm, damage, cost or expense (including legal fees), or in special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or loss of production); and

(viii) any loss, damage or theft of an unsecured aircraft left unattended and unlocked; and

(b) the aggregate of Mangalore Airport Pty Ltd's liability is otherwise limited to an amount not exceeding the aggregate of the previous three (3) months' Aerodrome Fees and Charges paid or payable by You to Mangalore Airport Pty Ltd.

10.3 If Mangalore airport Pty ltd is liable for breach of any Non-excludable Obligation, then, to the full extent allowed by law, Mangalore Airport Pty Ltd's liability to an Aerodrome user (including You) is limited to:

(a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

**11. INVOICING AND PAYMENT OF AERODROME FEES AND CHARGES**

11.1 In accordance with clauses 5 and 6 of this document, you must pay Mangalore Airport Pty Ltd for using the supplies, services or facilities at the Aerodrome.

11.2

(a) Owners, operators and Mangalore Aeroclub Members liable to pay individual Aerodrome Landing Fees will be invoiced monthly by Mangalore Airport Pty Ltd. The invoice will detail Airport Landing Fee charges incurred.

(b) Subject to clause 11.2(d), unless an earlier payment date is specified in this Conditions of Use document each invoice for Aerodrome Landing Fees is due to be paid before the date that is 28 days after the date of issue of the invoice, as specified in that Invoice (the **Due Date**).

(c) Local Owners and Operators and Mangalore Aeroclub Members who elect to pay an Annual Access Fee and/or Parking Charges will be invoiced directly by Mangalore Airport Pty Ltd.

(d) Where You seek to prepay access charges in accordance with the "Airport Fees and Charges", the invoice will detail the charges due for the period(s) in respect of which the relevant pre-payment is being made. Unless and until payment has been received, the relevant period covered by the prepayment will not commence and the applicable daily charge (as set out in the "Aerodrome Fees and Charges") will apply; and

(e) Pre-payment of Airport Fees and Charges does not limit or vary Your obligation to pay other charges under this Conditions of Use.

**12. OVERDUE PAYMENT FEE AND RECOVERY COSTS ON UNPAID AERODROME FEES AND CHARGES**

12.1 Unless otherwise approved by Mangalore Airport Pty Ltd in writing, Mangalore airport Pty Ltd may charge an overdue payment fee on any Aerodrome Fees and Charges and other charges under the Conditions of Use which have not been paid by the relevant date for payment as set out in these Conditions of Use. Please refer to the Airport’s Schedule of Fees and Charges for costs involved.

12.2 The overdue payment fee will be charged monthly from the date upon which the Aerodrome Fees and Charges become overdue for payment until the date of payment of the Aerodrome Fees and Charges and all interest on those charges (both dates inclusive).

12.3 If You fail to pay Aerodrome Access Charges or any other charge under this Conditions of Use document by the relevant date for payment, Mangalore Airport Pty Ltd will consider debt collection and/or legal action to recover the outstanding balance.

12.4 Mangalore Airport Pty Ltd may recover from You pending an order of the Court, any costs incurred in recovering any unpaid Aerodrome Fees and Charges including, without limitation, legal fees and debt recovery fees.

**13. MOVEMENT OF PARKED AIRCRAFT**

13.1 Mangalore Airport Pty Ltd may at any time order You to either move Your parked aircraft to another position or remove it from the Aerodrome (an **Order**). Such an Order will be in writing and will set out the period within which You must comply with the Order.

13.2 Failure to comply with the Order within the relevant period may render You liable to an overdue payment charge (covering amongst other things management and other internal costs of Mangalore Airport Pty Ltd) applied.

13.3 Mangalore Airport Pty Ltd has the right to move or remove aircraft at any time if they form a threat, or are perceived as a threat, to aviation safety or if ordered by any duly constituted legislative or policing entity including, but not limited to, CASA, ASA, Department of Infrastructure Regional Development and Cities Office of Transport Security, Australian Federal Police and Victoria Police.

**14. AVAILABILITY OF AERODROME FACILITIES**

14.1 Mangalore Airport Pty Ltd is obligated under the terms of the *Aerodrome License (R104) as a Registered aerodrome under Part 139 CASR 1998 issued by CASA on 17th August 2005* to operate the Aerodrome as an Aerodrome and to provide access to Aerodrome facilities to aircraft. Mangalore Airport Pty Ltd will endeavour to provide such services subject to reasonable operational requirements, scheduled and unscheduled maintenance and events that are outside of the control of Mangalore Airport Pty Ltd. Mangalore Airport Pty Ltd makes no warranty that any Aerodrome facility will be available at any time.

14.2 Mangalore airport Pty Ltd will, if reasonably possible, notify You of any temporary withdrawal of any service by means of a NOTAM or other commonly accepted means of communication.

14.3 If, at any time, Mangalore Airport Pty Ltd declares any facilities, infrastructure or services to be unavailable due to safety or operational requirements, Mangalore Airport Pty Ltd will make reasonable endeavours to provide suitable alternate infrastructure, facilities or services. The use of such services, which may not be to the standard associated with affected services, is entirely a matter of choice for You.

14.4 Facilities, infrastructure and/or services may be withdrawn or disabled without notice if so, directed by any duly constituted legislative or policing entity including, but not limited to, CASA, ASA, Department of Infrastructure, Regional Development and Cities, Office of Transport Security, Australian Federal Police and Victoria Police.

14.5 Mangalore airport Pty Ltd will in no circumstances be liable for any loss or consequential loss suffered by You due to the non-availability of such services.

**15. NO SET-OFF**

You must not make any set-off against or deduction from the Aerodrome Fees and Charges. In the event of a dispute with Mangalore Airport Pty Ltd, you must pay all Aerodrome Fees and Charges in full pending resolution of any such dispute.

**16. AMENDMENT**

Mangalore Airport Pty Ltd reserves the right, at any time, to amend any of this Conditions of Use document. Mangalore Airport Pty Ltd will provide reasonable notice to all users of the Aerodrome of any amendment.

**17. PRIVACY AND DATA PROTECTION**

Mangalore Airport Pty Ltd Respects Your right to privacy. However, Mangalore Airport Pty Ltd is required to collect information as a part of Mangalore airport Pty Ltd daily operations, and in respect of various legislative requirements.

17.1 Mangalore Airport Pty Ltd’s obligation to You

(a) Mangalore Airport Pty Ltd will comply with the *Privacy and Data Protection Act 2014 (Vic)* in respect of all personal information collected under this agreement.

(b) Mangalore Airport Pty Ltd will provide access to the information it collects about You upon reasonable notice being given by You to Mangalore Airport Pty Ltd and upon payment of Mangalore Airport Pty Ltd's reasonable expenses (including but not limited to photocopying charges) in providing this information.

17.2. Mangalore Airport Pty Ltd’s rights. You acknowledge and agree that Mangalore airport Pty Ltd:

(a) May collect from Your personal information relevant to the operation of the Aerodrome.

(b) May use the information collected for purposes related to Aerodrome operations and development which may include, but is not limited to, research by or on behalf of Mangalore Airport Pty Ltd, statistical analysis by or on behalf of Mangalore Airport Pty Ltd, and promotion of Aerodrome services to third parties including, but not limited to, tenants, occupiers and users of the Aerodrome.

(c) Mangalore Airport Pty Ltd is required to collect some information under this agreement in order to comply with legislation including but not limited to the *Competition and Consumer Act 2010* Mangalore Airport Pty Ltd

may disclose the information collected under this agreement for any purpose permitted by the Privacy Act, which includes but is no*t limited to circum*st*ances when****:* (i)** *Mangalore Airport Pty ltd is required to do* so by law; or **(ii)** For the purposes of Mangalore airport Pty Ltd obtaining legal, financial or other advice.

**18. GOVERNING LAW**

These conditions are governed by the law of the State of Victoria.

**19. COLLECTION NOTICE**

Mangalore airport Pty Ltd manages your personal information with its Privacy Policy and the

Privacy and Data Protection Act 2014 (Vic).

Your personal information is collected to maintain a user database, track aerodrome activity and will be disclosed other departments to invoice for fees and charges relating to your aerodrome activities. If you do not provide the requested information, you may be charged incorrectly. To gain access or update your personal information please contact Mangalore Airport Pty Ltd on (03) 5796 2000.