

**MOORABBIN AIRPORT CORPORATION PTY LTD**  
**ACN 081 564 310**

**CONDITIONS OF USE**

**FROM 1<sup>st</sup> January 2011**

**1. INTRODUCTION**

**1.1. These are the Conditions under which an Aircraft Operator uses the infrastructure, facilities and services provided at Moorabbin Airport by Moorabbin Airport Corporation Pty Ltd. (MAC). If the Operator uses any of these services the Operator accepts these conditions.**

1.2. These conditions are effective from 1<sup>st</sup> January 2011 and are current until MAC changes, replaces or waives them. All previous Conditions of Use cease to have effect from 1<sup>st</sup> January 2011.

1.3. Subject to any other or contrary requirement under legislation, MAC may change, replace or waive any of these conditions at any time on giving written notice on our website or by any generally accepted advertising medium, including the State Government Gazette.

**2. DEFINITIONS**

2.1. "We", "Our", "MAC" and "Moorabbin Airport Corporation" refers to Moorabbin Airport Corporation Pty Ltd and includes MAC managers, officers and employees whether permanent or temporary.

2.2. "You", "The Operator", "AOC holder", "Aircraft owner", "Aircraft Operator", "Certificate of Registration holder" means the owner or operator of an aircraft at the time MAC services and facilities are used.

### 3. CONTACT DETAILS

MAC address for contact is:

Mail: Moorabbin Airport Corporation Pty Ltd.,  
Airport Management Centre,  
Bundora Parade, Mentone VIC 3194

Telephone 03 8587 8000

Fax 03 9587 1782

Email [admin@moorabbinairport.com.au](mailto:admin@moorabbinairport.com.au)

When information is required in writing it must be provided to the above address.

Any queries regarding access charges must be sent in the first instance to the Finance Manager and the above address.

MAC office hours are: 0900-1700 Monday-Friday excluding public holidays.

### 4. USE OF THE AIRPORT

4.1. When using the facilities and infrastructure of the airport the Operator must at all times comply with:

- This Condition of Use Document
- All relevant Commonwealth and State legislation including, but not limited to, the Civil Aviation Regulations, Air Navigation Orders and any other aeronautical legislation
- All relevant legislation which includes Occupational Health and Safety legislation.
- The Aerodrome Landing Fees Act 2003
- The operational requirements of the airport as published in ERSA and NOTAMs.
- Other conditions, instructions, orders and directions necessary for the day to day operation of the airport.
- The Moorabbin Airport “Fly Friendly” Programme.
- Security Requirements directed, legislated or imposed by the Commonwealth Department of Infrastructure and Transport, Australian Federal Police, Victoria Police and MAC. This includes but is not limited to the Aviation Transport Security Act 2004 and Regulations.

4.2. The Operator must not take any action that may put MAC in breach of any legislation.

4.3. The Operator agrees that:

4.3.1. Use of Moorabbin Airport may be prohibited or restricted by legislation.

4.3.2. MAC is not responsible for the security of the Operators aircraft or property. The Operator has specific responsibilities to maintain security of the Operators aircraft and property under the Transport Security Act and other Acts.

## 5. ACCESS TO AIRSIDE AREAS

Moorabbin Airport is an airport regulated under the Aviation Transport Security Act 2004 and Regulations as well as other Acts. Where **an airside area** has been declared access to this area is RESTRICTED to those persons having authority to access this area and an *Aviation Security Identity Card* (ASIC) as required under the *Aviation Transport Security Act 2004*. It is the responsibility of the aircraft owner or operator to ensure all persons using his/her aircraft and services are compliant with the relevant security laws. Persons without an ASIC must obtain a Visitor Card (VIC) from MAC or a participating organisation and be accompanied at all times by an ASIC holder. Passengers on aircraft are not required to hold a VIC if accompanied to and from the aircraft by a pilot or other authorised person holding a valid ASIC.

## 6. PAYMENT OF AIRPORT ACCESS CHARGES

6.1. It is a Condition of Use of the Airport that each Operator or aircraft pays the appropriate Airport Access Charges.

6.2. The charges for any supplies, services or facilities will be as determined by MAC in accordance with MAC published schedule of charges. This schedule is titled "Moorabbin Airport Access Charges (Year)" and is an incorporated part of these Conditions of Use.

6.3. All charges accrue from day to day and are payable to MAC before the aircraft departs from the Airport unless otherwise agreed in writing in advance by MAC.

6.4. The **Aerodrome Landing Fees Act** came into effect in Victoria on 1<sup>st</sup> January 2004. The purpose of this Act is to provide that an aerodrome operator may 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 legal liability for aerodrome charges on the holder of the Certificate of Registration of an aircraft.

## **7. LIABILITY FOR AIRPORT ACCESS CHARGES**

- 7.1. **Aircraft engaged in Regular Public Transport Operations (RPT).** Airport Access Charges incurred by aircraft engaged in RPT operation are payable by the holder of the Air Operator's Certificate.
- 7.2. **General Aviation and other aircraft not engaged in RPT Operations.** Liability for Airport Access Charges incurred by general aviation and other aircraft not engaged in RPT operations resides with the Operator of the aircraft. In the first instance this is assumed to be the holder of the Certificate of Registration in respect of the aircraft at the time of landing or Use. The Aerodrome Landing Fees Act applies.

## **8. REFUSAL OF ACCESS**

MAC may refuse access to the Airport to all or any aircraft owned or operated by an aircraft owner or Operator if the owner or Operator has failed to pay to MAC any amount due by that owner or Operator in respect of any aircraft within 28 days after the due date. (See also Clause 14: Right of Detention)

## **9. GST**

All charges for facilities and services mentioned in this document incorporate the current charge for the Goods and Services Tax (GST)

## **10. NOTIFICATION: Regular Public Transport Operations**

In the case of aircraft engaged in Regular Public Transport Operations, MAC must be notified prior to the commencement of such operations.

- 10.1. Each notification is to be accompanied by a completed "Application for Credit" in the form of Schedule 2. Once this form is received by MAC, MAC will determine the extent to which MAC are prepared to make credit available. MAC may refer to reports of credit rating agencies in determining the amount of credit MAC is prepared to make available. MAC may require an Operator to provide a bank guarantee in favour of MAC on such terms as reasonably determined by MAC prior to the commencement of a program of operations.

10.2. In the absence of written agreement from MAC to the contrary, all Airport Access Charges must be paid in cash in Australian dollars.

10.3. For newly scheduled Regular Public Transport Operations MAC may require adequate security to be provided for the payment of Airport Access Charges prior to the commencement of such services. It is expected that the amount of security required will not exceed a total of 6 months of Airport Access Charges, however MAC reserves the right to require additional security.

## **11. MAINTENANCE CONCESSION.**

If the Operator wish to make use of the substantial maintenance concession contained within MAC Document “Airport Access Charges (Year)” the Operator must arrange with an approved Maintenance Organisation situated on the Airport to provide to MAC a duly completed Substantial Maintenance Claim Form in the form of Schedule 3.

## **12. EXCLUSION OF LIABILITY**

12.1. Aircraft owners and operators use Moorabbin Airport at their own risk.

12.2. All persons entering Moorabbin Airport, whether by land or by air, do so at their own risk.

**12.3.** MAC and its employees or agents will not be liable for injury to or death of any person or for loss of or damage to any aircraft, its parts or accessories or any property contained in the aircraft:

- (a) Occurring while the aircraft is on the Airport or is in the course of landing or taking-off at the 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 MAC or its employees;

12.4. The Operator will indemnify and keep indemnified MAC, its employees, officers, agents and contractors from and against any and all actions, suits, claims, proceedings and demands which arise from the Operators Use of the Airport.

12.5. The Operator must immediately reimburse MAC for any damage caused to the property of MAC arising out of the Use of the Airport by the Operator.

12.6. The Operator must reimburse MAC on demand for any costs incurred by MAC in relation to any matter contained in this clause 11.

### **13. INVOICING AND PAYMENT OF AIRPORT ACCESS CHARGES**

Accounts for Airport Access Charges will be issued monthly following the end of the month in question

13.1. The monthly invoice will detail landings, and Airport Access Charges incurred.

13.2. MAC may engage a third party provider to issue invoices on its behalf. These invoices will have the same effect as if issued by MAC.

13.3. A monthly statement of account will be issued setting out details of current invoices, amounts overdue for payment, cash receipts, account adjustments and the outstanding balance.

13.4. Invoices are payable 28 days after being issued. Each invoice will set out the date by which payment is due. The remittance advice provided with the statement should be attached to the cheque in payment, to ensure that payment will be credited to the correct account.

13.5. Payment of an account can be made by

- mailing the remittance advice and cheque direct to the Finance Manager, Moorabbin Airport Corporation Pty Ltd;
- If previously agreed in writing; by cheque or electronic funds transfer payable into the bank account of MAC. Details can be obtained from the Finance Manager, the Moorabbin Airport Corporation Pty Ltd; or
- In person, by cash, at the Management Centre (during business hours (9.00am to 5.00pm Monday to Friday) at the Airport.

13.6. Operators which do not hold accounts with MAC must pay all Airport Access Charges prior to departure from the Airport.

## **14. INTEREST AND RECOVERY COSTS ON UNPAID AIRPORT ACCESS CHARGES**

14.1. Unless otherwise approved by MAC in writing, MAC may charge interest on any Airport Access Charges which have not been paid 28 days from the date of the invoice issued by or on behalf of MAC.

14.2. Interest will be calculated daily from the date upon which the Airport Access Charges become due for payment until the date of payment of the Airport Access Charges (both dates inclusive). Interest will be charged at the prevailing rate charged by the National Australia Bank to its Bankcard customers for extended credit. Interest must be paid by the Operator at the same time as the Airport Access Charges to which the interest payment relates.

14.3. MAC may recover from the Operator any reasonable costs incurred in recovering any unpaid Airport Access Charges including, without limitation, legal fees.

## **15. RIGHT OF DETENTION**

15.1. MAC is entitled to detain:

- An aircraft, its parts and accessories in respect of which unpaid Airport Access Charges were incurred (whether or not they were incurred by the person who is the Operator at the time when the right of detention is exercised); and
- Any other aircraft, its parts and accessories of which the person liable for the unpaid Airport Access Charges is the Operator at the time of the detention.

15.2. If the Airport Access Charges are not paid within 60 days of the date of the detention, MAC may, in any way it thinks fit, sell or otherwise dispose of the aircraft, and any of its parts and accessories in order to satisfy the unpaid Airport Access Charges and all costs incurred by MAC in selling or disposing of the aircraft.

15.3. This right of detention is not lost because the aircraft has departed from the Airport. The right of detention conferred by these Conditions of Use continues and is exercisable by MAC at any time when the aircraft is at the Airport until the Airport Access Charges, accrued interest and MAC's costs of recovery are paid in full.

15.4. The exercise by MAC of this right of detention is not to be taken to be a refusal to give access to the Airport.

## 16. ACCOUNT QUERIES AND PROVISION OF AIRCRAFT DETAILS TO MAC

16.1. Any questions regarding Accounts should be addressed to:

Finance Manager  
Moorabbin Airport Corporation. Pty Ltd  
Bundora Parade, Mentone Vic 3194

If appropriate MAC may then refer any question to the third party provider to MAC of any aeronautical charges accounting system.

16.2. Every effort will be made to settle disputes and if necessary adjust accounts. Questions should be addressed to MAC as soon as possible after receipt of invoice so that any necessary adjustments can be made at the earliest opportunity.

16.3. If a charge has been invoiced to a person for aircraft activities in respect of a period during which that person was not the Operator, the account will be adjusted upon receipt by MAC from that person of the relevant information necessary for MAC to identify the Operator of the aircraft at the relevant time.

16.4. If an Operator wishes to challenge any invoice, then the Operator or its appointed handling agent must, within 21 days of receipt of the invoice, or immediately upon a written request by MAC, provide copies of all relevant aircraft registration particulars to enable verification by MAC of details of the flights landing at the Airport during the relevant period.

16.5. If requested by MAC, the Operator must provide MAC with copies of extracts from aircraft flight manuals, to enable MAC to verify aircraft weight. Such copies must be provided immediately following a written request by MAC.

## 17. PASSENGER, LOAD AND FLIGHT DETAILS

An Operator or its appointed handling agent may be required to provide MAC information in a form and at frequencies determined by MAC in relation to the following matters:

- **Aircraft movements**  
The movements of each aircraft of the Operator or each aircraft handled by the agent at the Airport within 24 hours of each of those movements;

- **Passengers**  
The number of terminal and transit passengers and the volume of cargo and mail embarked and disembarked at the Airport in relation to each movement;
- **Flying Training**  
The movements of aircraft engaged in Flying Training by authorised flying schools; and
- **MTOW**  
Details of the MTOW in respect of each aircraft owned or operated by the Operator including details of any changes in the MTOW in respect of each aircraft owned or operated by the Operator.

The preferred method of data collection from the Operator or its appointed handling agent to MAC is by electronic means, as notified from time to time by MAC.

## **18. MOVEMENT OF PARKED AIRCRAFT**

The Airport General Manager, or his nominee, may at any time order an Operator either to move a parked aircraft to another position, or remove it from the Airport. Such an order will be in writing and will set out the period within which the Operator must comply with the order.

Failure to comply with the order within the period specified in it will render the Operator liable to a special charge equivalent to four times the daily pro-rata annual Airport Access Charges at the prevailing rate for every hour or part of an hour following expiry of the order during which the Operator fails to comply with the order.

MAC 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, Airservices Australia, Department of Transport and Regional Services, Office of Transport Security, Australian Federal Police and Victoria Police.

## **19. AVAILABILITY OF AIRPORT FACILITIES**

- 19.1. MAC is obligated under the terms of the Airports Act 1996 to operate the airport as an airport and to provide access to airport facilities to aircraft. MAC will endeavour to provide such services subject to reasonable operational requirements, scheduled and un-scheduled maintenance and events that are outside of the control of MAC. MAC makes no warranty that any airport facility will be available at any time.
- 19.2. MAC will, if reasonably possible, notify operators of any temporary withdrawal of any service by means of a NOTAM or other commonly accepted means of information.
- 19.3. If, at any time, MAC declares any facilities, infrastructure or services to be unavailable due to safety or operational requirements MAC 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 the Operator.
- 19.4. Facilities, Infrastructure and 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, Airservices Australia, Department of Infrastructure and Transport, Office of Transport Security, Australian Federal Police and Victoria Police.
- 19.5. MAC will in no circumstances be liable for any loss or consequential loss suffered by Operators due to the non-availability of such services.

## **20. INSURANCE**

- 20.1. An aircraft owner and operator must at all times maintain appropriate insurance in the aircraft owners and/or operators name and, if required by MAC or the Commonwealth of Australia, any other person with an insurable interest in the aircraft for the following:
- 20.1.1. Public liability insurance of at least \$10 Million or any such higher level of cover as required by MAC or the Commonwealth of Australia.
  - 20.1.2. Other insurances as required by law in the State of Victoria or the Commonwealth of Australia.
- 20.2. MAC must maintain an Airport operators Liability insurance policy with a limit on indemnity not less than that required by the Commonwealth of Australia as landlord.

## **21. NO SET-OFF**

The Operator must not to make any set-off against or deduction from the Airport Access Charges. In the event of a dispute between the Operator and MAC, the Operator must pay all Airport Access Charges in full pending resolution of any such dispute.

## **22. AMENDMENT**

MAC reserves the right, at any time to amend, any of these Conditions of Use. MAC will provide reasonable notice to all Users of the Airport of any amendment.

## **23. NAVIGATION, RESCUE, EN-ROUTE AND METEOROLOGICAL CHARGES**

A number of charges, including terminal navigation charges, rescue and firefighting charges, en-route charges and meteorological service charges are levied by ASA on its own behalf and on behalf of the Department of Infrastructure and Transport and the Bureau of Meteorology. Charges for these services are payable to ASA under the relevant regulations. Any queries relating to these charges should be directed to ASA or any other entity responsible for provision of such services.

## **24. PRIVACY AND DATA PROTECTION.**

MAC respects the Operators right to privacy. However MAC is required to collect information regarding the Operator as a part of MAC daily operations, and in respect of various legislative requirements.

### **24.1. MAC's obligation to the Operator.**

- MAC will comply with the Privacy Act in respect of all personal information collected under this agreement.
- MAC will provide access to the information it collects about the Operator upon reasonable notice being given by the Operator to MAC and upon payment of MAC reasonable expenses (including but not limited to photocopying charges) in providing this information.

24.2. MAC's rights. The Operator acknowledges and agree that MAC:

- May collect from the Operator personal information relevant to the operation of the airport.
- May use the information collected for purposes related to airport operations and development which may include, but is not limited to, research by or on behalf of MAC, statistical analysis by or on behalf of MAC, and promotion of airport services to third parties including, but not limited to, tenants, occupiers and users of the airport.
- MAC is required to collect some information under this agreement in order to comply with legislation including but not limited to the Airports Act 1996, Trade Practises Act 1974 and the Aerodrome Landing Fees Act 2003.
- MAC may disclose the information collected under this agreement for any purpose permitted by the Privacy Act, which includes but is not limited to circumstances when
  - MAC is required to do so by law.
  - For the purposes of MAC obtaining legal, financial or other advice.

## **25. GOVERNING LAW.**

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

## 26. DEFINED TERMS

**'Air Navigation Regulations'** means the regulations made from time to time under the *Air Navigation Act 1920*

**'Air Operators Certificate'** or **'AOC'** has the meaning given to that term by the *Civil Aviation Act 1988 and CASR Part 47*.

**'Airport'** includes any land leased by MAC from the Commonwealth of Australia in connection with the site known as Moorabbin Airport.

**'Airport Access Charges'** includes:

- Charges for aerodrome access as set out in the publication entitled "Airport Access Charges" issued from time to time by MAC and forming a part of this document.
- Charges for any supplies, services or facilities provided to the Operator or to the aircraft at the Airport by or on behalf of MAC; and
- Any interest or other costs payable in respect of the above.

**'Airport General Manager'** means the General Manager Aviation of MAC or his or her nominee.

**'Airside area'** commonly means that area of the airport used for aeronautical operations, being runways, taxiways, aeronautical buffer areas and aircraft licensed areas as well as aircraft parking. 'Airside area' is declared as "Precinct A" in the Moorabbin Airport Approved Master Plan 2010 but also includes elements of "Precinct B" in the same Master Plan where these have been incorporated into the Moorabbin Airport Security Programme.

**'AsA'** means Airservices Australia established by the *Air Services Act 1995*.

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

**'Charter Licence'** has the meaning given to that term by the *Civil Aviation (Carriers' Liability) Act 1959*

**'Charter Operations'** means air service operations pursuant to a Charter Licence.

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

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

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

**‘MAC’** means Moorabbin Airport Corporation Pty Ltd (ACN 081 564 310)

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

**‘NOTAM’** means Notices to Airmen published by Airservices Australia.

**‘Operator’** means a person, organisation or enterprise by whom, or on whose behalf, an aircraft is operated at or otherwise uses the Airport.

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

**“We”, “Our”, “MAC” and “Moorabbin Airport Corporation”** refers to Moorabbin Airport Corporation Pty Ltd and includes MAC managers, officers and employees whether permanent or temporary.

**“You”, the Operator”, “AOC holder”, “Aircraft owner”, “Aircraft Operator”, “Certificate of Registration holder”** means the owner or operator of an aircraft at the time MAC services and facilities are used.

## Schedule 1

### MOORABBIN AIRPORT

#### NOTIFICATION OF AIRCRAFT DETAILS

Before completing this form please read the notes below.

<b>Aircraft Registration:</b>
<b>Aircraft Type:</b>
<b>Certificate of Registration of Holder:</b>
<b>Name:</b>
<b>Address:</b>
<b>Contact Number:</b>
<b>Owner: (if different to Certificate of Registration Holder)</b>
<b>Name:</b>
<b>Address:</b>
<b>Contact Number:</b>
<b>Operator:</b>
<b>Name:</b>
<b>Address:</b>
<b>Contact Number:</b>
<b>Effective Dates of Operation:</b>
<b>From -</b> <b>To -</b>
<b>Signature of person completing this form .....</b>

Please identify by circling whether the Operator are the Certificate of Registration Holder / Owner / Operator

**Note:**

This form is to be completed for aircraft operating at Moorabbin Airport. Liability for aeronautical charges resides with the Operator. Statements of account and invoices will be directed to the Operator. If any of the details above change, a new form is to be completed and submitted. The completed form may be sent to the Management Centre at the Airport.

## Schedule 2

# MOORABBIN AIRPORT

## APPLICATION FOR CREDIT

TRADING NAME

--

BUSINESS ADDRESS

TELEPHONE

	( )
--	-----

POSTAL ADDRESS

FAX

	( )
--	-----

### PROPRIETOR/S PARTICULARS

#### 1. SOLE TRADER

FULL NAME

DATE OF BIRTH

	/ /
--	-----

RESIDENTIAL ADDRESS

--

REGISTERED BUSINESS NO.

DATE REGISTERED

TYPE OF BUSINESS

YEARS TRADING

--	--	--	--

BANK

BRANCH

--	--

#### 2. PARTNERSHIP

*DETAILS OF ALL PARTNERS*

FULL NAMES OF PARTNERS

ADDRESS

DATE OF BIRTH

	/ /
--	-----

	/ /
--	-----

	/ /
--	-----

REGISTERED BUSINESS NO.

DATE REGISTERED

TYPE OF BUSINESS

YEARS TRADING

--	--	--	--

BANK

BRANCH

--	--

#### 3. LIMITED COMPANY

NAME OF COMPANY

ACN

DATE OF INCORPORATION

		/ /
--	--	-----

REGISTERED OFFICE ADDRESS

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*DETAILS OF ALL DIRECTORS*

FULL NAMES OF DIRECTORS

RESIDENTIAL ADDRESS DATE OF BIRTH

(i)	/ /
-----	-----

(ii)	/ /
------	-----

(iii)	/ /
-------	-----

(iv)	/ /
------	-----

# MOORABBIN AIRPORT

## TRADE REFERENCES

NAME	TELEPHONE
(i)	( )
(ii)	( )
(iii)	( )

(MINIMUM OF 3 TRADING ACCOUNTS)

PLEASE SIGN BELOW UPON COMPLETION

CREDIT LIMIT REQUIRED

\$
----

SIGNED

1. .... 2. ....

3. .... 4. ....

### PRIVACY ACT ACKNOWLEDGMENT AND CONSENTS

#### 1. Acknowledgment

The applicant(s) ('Operator') acknowledge(s) that MAC has informed me/us in accordance with section 18E(8)(c) of the *Privacy Act 1988* that certain items of personal information about me/us contained in this application or which may be subsequently obtained by MAC may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, discharges, cheques twice dishonoured and serious credit infringements.

#### 2. Applicant for credit's consents

The Operator consents:

- (a) to MAC obtaining from a credit reporting agency a credit report containing personal information about the Operator for the purpose of MAC:
  - (i) collecting overdue payments in respect of commercial credit provided to me/us (*Privacy Act* Section 18K(1)(h)); and
  - (ii) assessing my/our application for commercial credit on an on-going basis (*Privacy Act* Section 18K(1)(b)); or
  - (iii) assessing my/our application for consumer credit (*Privacy Act* Section 18L(4));
- (b) that MAC's nominated trade insurer (if any) may obtain from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to MAC in relation to my/our application for commercial credit with MAC (*Privacy Act* 18K(1)(e)); and
- (c) that MAC may give to and seek from any credit provider named in this application for credit or in a credit report issued by a credit reporting agency information about my/our credit arrangements, including any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the (*Privacy Act* Section 18N(1)(b)).

**Schedule 3**

**MOORABBIN AIRPORT**

**SUBSTANTIAL MAINTENANCE CLAIM FORM**

A form must be completed by a Licensed Aircraft Maintenance Engineer (LAME) in relation to each aircraft which is to undergo maintenance for a period exceeding one day (ie, a period of 24 hours) commencing from the arrival of the aircraft at Moorabbin Airport

Provided this form is submitted to the Credit Controller for MAC within 24 hours from the arrival of the aircraft to be maintained at Moorabbin Airport, no further Airport Access Charges will be levied other than a standard access charge for the day of arrival and the day of departure.

If this form is not submitted to MAC within 24 hours from the arrival of the aircraft to be maintained, a daily charge as contained in the current document "*Moorabbin Airport-Aircraft Access Charges*" will be levied on the aircraft for the entire duration of the aircraft's stay at Moorabbin Airport.

Aircraft Registration Number \_\_\_\_\_

Aircraft MTOW \_\_\_\_\_

Anticipated Period of Maintenance \_\_\_\_\_

Type of Maintenance \_\_\_\_\_

Date of Aircraft Arrival \_\_\_\_\_

Date Maintenance Commenced \_\_\_\_\_

\_\_\_\_\_  
Owner / Company Name

\_\_\_\_\_  
Operator's Name (if applicable)

\_\_\_\_\_  
Maintenance Organisation

\_\_\_\_\_  
Signature of LAME

\_\_\_\_\_  
License No. of LAME

It is preferred that this form is forwarded to MAC by facsimile to 03 9587 1782 or alternatively by delivering it to the offices of MAC at the airport.

# Moorabbin Airport Fly Friendly Programme

## Fly Friendly- be a good neighbour.

Moorabbin Airport is committed to undertaking operations in a Fly Friendly manner. We expect aircraft pilots operating into and from Moorabbin Airport to undertake operations in a manner which is considerate of local residents. The safe operation of an aircraft must be maintained at all times. Air traffic procedures, weather and safe separation requirements may preclude at times your compliance with this programme but you are expected to make your best efforts to ensure your compliance with the spirit of this programme.

### 1. Circuit training.

Circuit training- repetitive touch and go operations, is a vital part of flight training and is required for day and night operations. However such operations are limited to the times published in ERSAs which are:

Winter: Monday-Friday 0800-2100  
Weekends 0800- 2000 or last light, whichever is sooner.  
Daylight savings: Monday- Friday 0800-2200  
Weekends 0800-2000 or last light, -whichever is sooner.

Moorabbin Airport is open 24 hours per day, 365 days per year. Aircraft departing or returning to Moorabbin are not subject to these limits and it is understood that an aircraft returning after the above agreed hours may be required to perform a circuit of the airport to enter into the landing pattern.

### 2. Altitude

It is good airmanship, and also the law, to maintain a safe altitude at all times and to ensure that when flying over residential areas this is maintained.

- a. Except when in the act of landing or taking off the minimum height fixed wing aircraft will fly is 1,000ft over inhabited areas of 500ft over uninhabited areas or the sea. They must be a minimum of 600metres radius from any building.
- b. Whilst operations in the Moorabbin circuit are defined as being in the act of taking off or landing, as soon as practical aircraft should reach and maintain the 1,000 ft circuit altitude.
- c. Helicopters operate at a different altitude (700 ft) to maintain safety separation from fixed wing aircraft.
- d. CASA may issue an exemption for training purposes.

### **3. Delayed turns for Noise abatement**

Moorabbin airport has intensive residential housing surrounding most boundaries of the airport. The following is thus in place for noise abatement purposes:

- a. Aircraft departing from runway 17R should delay any turn until they have flown past Woodlands Golf Club, to minimize noise intrusion over residential areas of Parkdale.
- b. Aircraft departing from runway 35L should delay any turn until over Kingston Centre to minimize noise intrusion to residential property immediately to the North West of the airport.
- c. Air traffic control procedures, weather or safe separation requirements may preclude pilots from adhering to these procedures. However they should at all times attempt to comply with the spirit of these procedures.

### **4. Runway in Use**

Aircraft land and take off into the prevailing wind. The main North/South runways (17 and 35) are used for 80% of the time. Current wind and weather information is available from an automatic advice services on (03) 9580 9637. The Runway in Use is determined by Airservices Australia when the tower is in operation.

- a. Outside of tower hours Pilots should use runways which are the least noise-sensitive. Where there is a choice based upon wind the runway in use is chosen in the following order:
  - Runways 35 (at night 35R)
  - Runways 17
  - Runways 13 (at night 13L) and 31
- b. After 2200 local all departures must maintain runway heading until at 1,000ft.
- c. Runway 04/22 is available ONLY when operationally required. Runway 04/22 IS NOT available for circuit training at any time.

## **5. Operations from runways.**

Aircraft noise can be mitigated by operating some aircraft from designated runways only. In particular runway 17R (facing South) and 31L (Facing North West) have the biggest impact on residential areas. We thus agree:

- a. Jet aircraft: Jet aircraft will not use Runway 17R for departures.
- b. Certain types of aircraft will not use runway 17R or 31L for departure unless no other runway is available. Aircraft include:
  - Cessna 180
  - Cessna 185
  - Cessna 206
  - Cessna 210
  - Beech BE35/36 with two bladed prop.
  - Cessna C336/C337 Skymaster
  - “Warbird” aircraft fitted with constant speed props.
- c. Practice landings with feathered propellers will not be permitted.
- d. Simulated engine failure in single engine aircraft after take off will not be permitted.
- e. Simulated asymmetric operations after take off will not be permitted from runway 17R.

## **6. Moorabbin Airport Training Area.**

Much airwork training takes place to the South East of Moorabbin Airport. The requirements of the Airservices Australia Fly Neighbourly Advice (FN5) contained in ERSA GEN-SP apply as follows:

- a. Designated areas AM/D314 and AM/D 315 are commonly referred to as the “Moorabbin Training Area” This is approximately bounded by a line from Moorabbin Airport to Pearcedale, then coastal to Koo-wee-rup, then Pakenham to Moorabbin Airport.
- b. Pilots are requested to avoid the following urban areas: Hampton Park, Lyndhurst, Cranbourne and within circles of 1Nautical Mile of Cardinia and Fiveways joined tangentially. If not possible to avoid these areas pilots should traverse at an altitude not below 2,000ft.
- c. An aerobatic area is established east of the Berwick-Cranbourne Rd and north of Ballarto Rd. In this area pilots are requested to minimize aerobatic maneuvers below 3,000ft.
- d. Farm and other buildings should not be used as reference points for training maneuvers.

## **7. Ground running of engines.**

Ground running of engines can cause noise concerns from well beyond the boundary of the airport.

- a. A purpose built engine test cell allows extended running of aircraft engines for maintenance and test purposes; with noise being channeled across non-residential areas. All vehicle-mounted engines on test will use this cell.
- b. Ground running of aircraft engines on airframes will be limited to run-ups on the Northern or Southern run up bay between the hours of 0800-1800 daily. Jet aircraft may additionally use the southern end of taxiway Echo which is furthest from residential housing.
- c. Run-up of aircraft engines prior to flight will be accomplished in accordance with the operational procedures prescribed for the aircraft type. Extended run-ups will not be undertaken except if required to ensure the safety of flight.
- d. Please be mindful of the fact that when there is low cloud the sound from engine run-ups may carry some considerable distance from the airport.

## **8. Helicopter Operations.**

This Fly Friendly programme applies to both fixed and rotary wing aircraft. Helicopters can potentially cause considerable noise irritation and thus must conform to the same standard of behaviour as fixed wing operations.

However for safety separation reasons that helicopters will operate at different altitudes to fixed wing aircraft.

## **9. Good manners for pilots.**

Good manners for pilots includes::

- a. Be aware of noise sensitive areas. Moorabbin Airport is in an urban area.
- b. Avoid prolonged run-ups. Not only do they produce noise but they cost money.
- c. Avoid flying low at any time and especially over populated areas.
- d. Keep circuits as compact as possible

- e. Climb to height as soon as possible (based upon aircraft performance) and then reduce power to cruise settings.
- f. Ensure that throttle settings are applied commensurate with minimum emissions of noise, subject at all times to the maintenance of aircraft safety.
- g. When navigating across country look ahead and select the least noise sensitive route. If you can avoid flying over a residential area then do so.
- h. For helicopter pilots avoid rotor “slap” where possible.