

CONDITIONS OF USE



Effective 1 January 2020

1. INTRODUCTION

1.1. These are the Conditions under which you use the infrastructure, facilities and services provided at Moorabbin Airport by Moorabbin Airport Corporation Pty Ltd (MAC). If You use any of these services you accept these conditions.

1.2. These conditions are effective from 1 January 2020 and are current until MAC 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 January 2020.

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.

1.4. This document does not grant any right or entitlement to You to use any particular service or facility at the Airport.

2. CONTACT DETAILS

Postal Address: Moorabbin Airport Corporation Pty Ltd.
Airport Management Centre
66 Bundora Parade, Moorabbin Airport VIC 3194

Telephone: 03 8587 8000

Email: admin@moorabbinairport.com.au

All correspondence is to be directed to the above address.

3. USE OF THE AIRPORT

3.1. Without limiting any other arrangement between the parties, when using the airside infrastructure of the Airport (including parking facilities), You must at all times comply with:

- (a) This Conditions of Use document;
- (b) All relevant Commonwealth and State legislation including, but not limited to, the Civil Aviation Regulations, Air Navigation Orders and any other aeronautical legislation;
- (c) All relevant legislation which includes Occupational Health and Safety legislation;
- (d) The *Aerodrome Landing Fees Act 2003* (Vic);
- (e) The operational requirements of the Airport as published in ERSA and NOTAMs;
- (f) Other conditions, instructions, orders and directions necessary for the day to day operation of the Airport as issued by MAC from time to time;
- (g) The Moorabbin Airport “Fly Friendly” programme described in Schedule 4; and
- (h) 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* (Cth) and *Aviation Transport Security Regulations 2005* (Cth).

3.2. You must not take any action that may put MAC in breach of any legislation. You agree that:

- (a) Use of Moorabbin Airport may be prohibited or restricted by legislation;
- (b) MAC 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.

4. ACCESS TO AIRSIDE AREAS

Moorabbin Airport is an airport regulated under the *Aviation Transport Security Act 2004* and *Aviation Transport Security Regulations 2005* as well as other legislation. Where an **Airside Area** has been declared, access to this area is restricted to those persons having authority to access this area and who hold a valid Aviation Security Identification Card (**ASIC**) as required under the *Aviation Transport Security Act 2004*. It is Your responsibility to ensure all persons using Your 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 (**VIC Agent**) and be accompanied at all times by an ASIC holder. Passengers on aircraft are not required to hold a VIC card if accompanied to and from the aircraft by a pilot, or other authorised person, holding a valid ASIC.

For further information regarding **Airside Access** and **Airside Vehicle Access** see: <http://www.moorabbinairport.com.au/aviation/safety-and-security/identification>

5. PAYMENT OF AIRPORT ACCESS CHARGES

- 5.1. Without limitation, it is a condition of Your use of the Airport that applicable Airport Access Charges are paid to MAC by You.
- 5.2. The charges for any supplies, services or facilities will be as determined by MAC in accordance with the MAC published schedule titled "Airport Access Charges" and is an incorporated part of this Conditions of Use document.
- 5.3. 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.
- 5.4. Notwithstanding any other provision of this Conditions of Use document or the "Airport Access Charges" document (but without limiting any right of MAC under this Conditions of Use document), any existing discount in relation to any charge payable by You to MAC will, without notice to You, cease from and including the Due Date for payment of any invoice issued by MAC which remains unpaid as at that date. In this clause "**Due Date**" has the meaning set out in clause 11.2(c).

6. LIABILITY FOR AIRPORT ACCESS CHARGES

You must pay MAC the relevant Airport Access Charges for Your use of the facilities and services at the Airport and any other charges under this Conditions of Use in accordance with this Conditions of Use document and the "Airport Access Charges" document.

7. REFUSAL OF ACCESS

- 7.1. MAC may refuse access to the Airport to all or any aircraft owned or operated by You if You have failed to pay to MAC any amount due in respect of any aircraft by the Due Date. (See also clause 13).
- 7.2. Where an Airside Area has been declared, access to this area is restricted. MAC will refuse access to this area when the VIC agent or visitor is in breach of the confidential Transport Security Program (**TSP**) V2.4-01/13 or any other relevant legislative rules and regulations.

8. 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 Operations, MAC must be notified prior to the commencement of such operations, which includes providing MAC with a completed "Notification of Aircraft Details" form at Schedule 2.
- 9.2. Each notification is to be accompanied by a completed "Application for Credit" in the form of Schedule 3. Once this form is received by MAC, MAC will determine the extent to which MAC is 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. Without limitation, MAC may require You 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.
- 9.3. 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.

10. EXCLUSION OF LIABILITY

- 10.1. MAC does not make any representations or warranties in connection with the Airport or any supplies, services or facilities.
- 10.2. Except in relation to Non-excludable Obligations, MAC's liability to You arising directly or indirectly out of or in connection with use of the Airport, any supplies, services or facilities or MAC'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) MAC 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 Airport, or any part of it, is closed or any service at the Airport 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 MAC's exercise or purported exercise of rights conferred on MAC by these conditions; and
 - (vii) any loss, harm, damage, cost or expense (including legal fees), or in the nature of 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

- (b) the aggregate of MAC's liability is otherwise limited to an amount not exceeding the aggregate of the previous three (3) months' Airport Access Charges paid or payable by You to MAC.

10.3. If MAC is liable for breach of any Non-excludable Obligation, then, to the full extent allowed by law, MAC's liability to an Airport 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 AIRPORT ACCESS CHARGES

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

11.2. If You have an account registered with MAC:

- (a) Unless otherwise notified by MAC, invoices for Airport Access Charges will be issued monthly;
- (b) The invoice will detail Airport Access Charges incurred;
- (c) Subject to clause 11.2(d), unless an earlier payment date is specified in this Conditions of Use document or the MAC document "Airport Access Charges", each invoice 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**);
- (d) Where You seek to prepay access charges in accordance with the "Airport Access Charges" document, 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 "Airport Access Charges" document) will apply; and
- (e) Pre-payment of Airport Access Charges does not limit or vary Your obligation to pay other charges under this Conditions of Use.

11.3. If You do not have an account registered with MAC:

- (a) All incurred Airport Access Charges must be paid to MAC prior to departure from the Airport.

11.4. Payment of any amounts due to MAC can be made by:

- (a) Mailing the relevant remittance advice and cheque direct to the Administration, Moorabbin Airport Corporation Pty Ltd;
- (b) Electronic funds transfer payable into the bank account of MAC, referencing the invoice number. Account details can be obtained from the Administration, the Moorabbin Airport Corporation Pty Ltd; or
- (c)

12. INTEREST AND RECOVERY COSTS ON UNPAID AIRPORT ACCESS CHARGES

12.1. Unless otherwise approved by MAC in writing, MAC may charge interest on any Airport Access 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.

12.2. Interest on any and all charges will be calculated daily from the date upon which the Airport Access Charges become overdue for payment until the date of payment of the Airport Access Charges and all interest on those charges (both dates inclusive).

12.3. Interest will be charged at a rate of interest of 5% or \$20 (whichever is greater) per month. Interest must be paid at the same time as the Airport Access Charges to which the interest payment relates.

12.4. MAC may recover from You on demand any costs incurred in recovering any unpaid Airport Access Charges including, without limitation, legal fees, debt recovery fees, and an administration fee of \$1,000 to cover costs incurred by MAC in relation to recovery activities (including internal management and employee costs).

13. RIGHT OF DETENTION AND SALE OF AIRCRAFT

13.1. If You fail to pay Airport Access Charges or any other charge under this Conditions of Use document or the MAC document "Airport Access Charges" by the relevant date for payment, MAC is entitled to detain:

- (a) Your aircraft, its parts and accessories in respect of which unpaid Airport Access Charges or other charges were incurred (whether or not the relevant charges were incurred by You); and
- (b) Any other aircraft (including unregistered aircraft) of Yours, its parts and accessories,

until You have paid the relevant charge, all interest on the charge and any other costs MAC has incurred as a result of the failure to pay the relevant charges.

13.2. 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 accordance with the process set out in Schedule 1, in order to satisfy the unpaid Airport Access Charges and all costs incurred by MAC in selling or disposing of the aircraft.

13.3. This right of detention is not lost because the aircraft has departed from the Airport. The right of detention conferred by this 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.

13.4. To the full extent allowed by law MAC is not liable for any loss, liability or expense You incur arising out of or in any way connected with:

- (a) MAC's detention of Your aircraft as contemplated under this clause;
- (b) anything MAC does or does not do, in exercising MAC's right of sale under these Conditions; and
- (c) MAC's application or payment of sale proceeds.

13.5. The exercise by MAC of this right of detention is not to be taken to be a refusal to grant access to the Airport. The application of this clause 13 is subject to applicable law.

14. MOVEMENT OF PARKED AIRCRAFT

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

14.2. Failure to comply with the Order within the relevant period will render You liable to an additional charge (covering amongst other things management and other internal costs of MAC) applied to each hour or part thereof following expiry of the Order during which You fail to comply with the Order. This additional charge is equal to four times the daily Airport Access Charge applicable to the relevant aircraft divided by 24.

14.3. 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, ASA, Department of Infrastructure and Regional Development, Office of Transport Security, Australian Federal Police and Victoria Police.

15. AVAILABILITY OF AIRPORT FACILITIES

- 15.1. 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 unscheduled 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.
- 15.2. MAC will, if reasonably possible, notify You of any temporary withdrawal of any service by means of a NOTAM or other commonly accepted means of information.
- 15.3. 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 You.
- 15.4. 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, Transport, Cities and Regional Development, Office of Transport Security, Australian Federal Police and Victoria Police.
- 15.5. MAC will in no circumstances be liable for any loss or consequential loss suffered by You due to the non-availability of such services.

16. INSURANCE

16.1. You must at all times maintain the following insurances:

- (a) Public liability insurance of at least \$10 Million or any such higher level of cover as reasonably required by MAC or the Commonwealth of Australia; and
- (b) Other insurances as required by law in the State of Victoria or the Commonwealth of Australia.

17. NO SET-OFF

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

18. AMENDMENT

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

19. PRIVACY AND DATA PROTECTION

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

19.1. MAC's obligation to You.

- (a) MAC will comply with the *Privacy Act 1988 (Cth)* in respect of all personal information collected under this agreement.
- (b) MAC will provide access to the information it collects about You upon reasonable notice being given by You to MAC and upon payment of MAC's reasonable expenses (including but not limited to photocopying charges) in providing this information.

19.2. MAC's rights. You acknowledge and agree that MAC:

- (a) May collect from You personal information relevant to the operation of the Airport;
- (b) 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;
- (c) 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*, *Competition and Consumer Act 2010* and the *Aerodrome Landing Fees Act 2003*; and
- (d) 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:
 - (i) MAC is required to do so by law; or
 - (ii) For the purposes of MAC obtaining legal, financial or other advice.

20. GOVERNING LAW

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

21. DEFINED TERMS

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

'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:

- (a) Airport Access Charges and Reserved Parking Charges set out in the publication entitled "Airport Access Charges" issued from time to time by MAC and forming a part of this document;
- (b) charges for any supplies, services or facilities provided to You or to the aircraft at the Airport by or on behalf of MAC;
- (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' 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*.

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

'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.

'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.

'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' means Notices to Airmen published by ASA.

'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", "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 Airport, 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.

Schedule 1

SALE OF PROPERTY

1. If We exercise Our power of sale under the Conditions of Use, We may sell or agree to sell Your aircraft (and any of its parts or accessories) or other property of Yours on terms and conditions We think fit. This includes but is not 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.
2. We may engage anyone in connection with the sale of Your aircraft or any other property as We see fit.
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.
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.
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 the aircraft (and any of its parts or accessories) or other property of Yours at the Airport.
6. We will apply the proceeds of a sale as follows:
 - (a) in reimbursing ourselves for any costs associated with the sale;
 - (b) in or towards the satisfaction of any outstanding Airport Access Charges; and (c) if there remains any surplus to You or anyone else entitled to it.
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.
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 invalid.

Schedule 2

MOORABBIN AIRPORT

NOTIFICATION OF AIRCRAFT DETAILS

Before completing this form please read the notes below.

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

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 3
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

		/ /
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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 4

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 ERSA which are:

Winter:	Monday-Friday 0800-2100 Weekends 0900- 1800 or last light, whichever is sooner.
Daylight savings:	Monday- Friday 0800-2200 Weekends 0900-1800 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 1,000 ft over inhabited areas of 500 ft over uninhabited areas or the sea. They must be a minimum of 600 metres 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.