

CONDITIONS OF USE



ACN 081 564 310

Effective 1 April 2025

1. INTRODUCTION

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

1.2. These Conditions of Use are effective from 1 April 2025 and are current until MAC changes or replaces them. Subject to the terms of these Conditions of Use, all previous conditions of use cease to have effect from 1 April 2025. For the avoidance of doubt, where Airport Access Charges are unpaid and overdue as at 1 April 2025, such existing overdue fees may be considered by MAC in determining whether to take any action available to it under these Conditions of Use.

1.3. Subject to any other or contrary requirement under legislation, MAC may change or replace any of these Conditions of Use at any time

1.4. Any variation under clause 1.3 will take effect from the nominated date, provided that MAC publishes written notice of the variation on its website www.moorabbinairport.com.au at least 30 days before the nominated date.

1.5. This document does not grant any right or entitlement to You to use any particular supplies, services or facilities 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 other 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 reasonable 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 requirements to access Airside Areas listed in clause 4 and the Moorabbin Airport “Fly Friendly” programme described in clause 5; and
- (h) Security requirements directed, legislated or imposed by the Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and the Arts, the Department of Home Affairs, the Australian Federal Police, the 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) Your Use of the Airport may be prohibited or restricted by legislation; and
- (b) You are responsible for maintaining the security of Your own aircraft and property, including under the *Aviation Transport Security Act 2004* (Cth) and other legislation.

4. REQUIREMENTS TO ACCESS AIRSIDE AREAS

4.1. The Airport is regulated under the *Aviation Transport Security Act 2004* (Cth) and *Aviation Transport Security Regulations 2005* (Cth). Access to declared Airside Areas is restricted to those with valid Aviation Security Identification Cards (**ASICs**). It is Your responsibility to ensure compliance with security laws for all users of Your aircraft and services and Your visitors. Those without an ASIC need a Visitor Identification Card (**VIC**) from MAC or a participating organisation (**VIC Agent**) and must be supervised by an ASIC holder. Passengers do not need a VIC if escorted by a pilot or authorised person with an ASIC.

4.2. You must ensure that all persons operating in Airside Areas must wear hi-visibility clothing.

For more details on Airside Access and Vehicle Control, visit:

<https://www.moorabbinairport.com.au/aviation/safety-and-security>

5. MOORABBIN AIRPORT 'FLY FRIENDLY' PROGRAM

- 5.1. We promote adherence to the 'Fly Friendly' Program, aimed at minimising the effects of aircraft operations on the neighbouring community.
- 5.2. We also support the adherence to the Fly Neighbourly agreement initiated by the City of Melbourne.
- 5.3. Accordingly, all Users must use reasonable endeavours to adhere to the Fly Friendly Program and Fly Neighbourly agreement when operating from the Airport.

Additional information and detail on both programs is available at MAC's website: <https://www.moorabbinairport.com.au/aviation/conditions-of-use>

6. PAYMENT OF AIRPORT ACCESS CHARGES

- 6.1. Without limitation, it is a condition of Your Use of the Airport that applicable Airport Access Charges are paid to MAC by You.
- 6.2. The charges for using any infrastructure, supplies, services or facilities will be as determined by MAC (acting reasonably) in accordance with the MAC published schedule titled "Airport Access & Reserved Parking Charges" and is an incorporated part of this Conditions of Use document.
- 6.3. The *Aerodrome Landing Fees Act 2003* (Vic) 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 or the "Airport Access & Reserved Parking Charges" document (but without limiting any right of MAC under either document), any existing discount approved by MAC under the "Airport Access & Reserved Parking Charges" document will, by notice to You, be cancelled if any invoice is overdue on the Due Date for payment. In this clause "**Due Date**" has the meaning set out in clause 12.2(c).
- 6.5. Without limiting any other right of MAC under this document, where Your Airport Access Charges are unpaid and overdue for a period of three (3) months or longer, MAC may require a bank guarantee to secure Your ongoing Use of the Airport on such terms as reasonably determined by MAC. The amount of the guarantee required will be for the total amount overdue and owing by You. Before requesting a bank guarantee, MAC will issue you with a warning letter. Where a bank guarantee is not provided, your aircraft may be banned in accordance with the procedures applied for such action by MAC, acting reasonably, from time to time (including in compliance with the Airport Lease for Moorabbin Airport).

7. LIABILITY FOR AIRPORT ACCESS CHARGES

You must pay MAC the relevant Airport Access Charges for Your use of the supplies, 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 & Reserved Parking Charges" document.

8. REFUSAL OF ACCESS

- 8.1. MAC may, by providing at least 7 days written notice to You, 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, subject to any legal restriction on MAC refusing access to all or any aircraft owned or operated by You. This is in addition to MAC's rights under clause 14.
- 8.2. 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**) or any other relevant legislative rules and regulations.
- 8.3. Where You have not paid to MAC amounts due to be paid under this Conditions of Use:
- (a) in respect of any aircraft owned or operated by You on more than 3 occasions in any 12 month period (in aggregate across the aircraft owned or operated by You), MAC may, by providing at least 7 days written notice to You, cancel any access control devices for the Airport that You may have until and unless all overdue amounts are paid to MAC and You have provided reasonable financial security to MAC in relation to future amounts which may become payable by You to MAC as a result of Your Use of the Airport; and
 - (b) in respect of an aircraft owned or operated by You by the relevant Due Date on more than 3 occasions in any calendar year, MAC may:
 - (i) by providing at least 7 days written notice to You, refuse access to the Airport for the relevant aircraft so that the relevant aircraft may not be operated at, to or from the Airport for a period of up to three months; and
 - (ii) by providing at least 7 days written notice to You, cancel any access control devices for the Airport that You may have,

until and unless all overdue amounts are paid to MAC and You have provided reasonable financial security to MAC in relation to future amounts which may become payable by You to MAC as a result of Your use of the relevant aircraft at the Airport; and
 - (c) then after first giving 7 days written prior notice to You, MAC may seek to have any interest arising from relevant overdue amounts You have failed to pay to MAC in respect of any aircraft owned or operated by You being used at the Airport registered on the Personal Property Security Register against relevant aircraft owned or operated You.
- 8.4. MAC may undertake any, or all of, the actions set out at (a)-(c) above at its election.
- 8.5. In refusing access under this clause MAC must act reasonably in all circumstances.

9. GST

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

10. REGULAR PUBLIC TRANSPORT (RPT) OPERATIONS

- 10.1. As detailed in the current Master Plan, the Airport is primarily a flight training and general aviation airport with limited RPT Operations.
- 10.2. Any operator seeking to provide ongoing RPT Operations at the Airport must enter into a separate agreement with MAC prior to commencing operations. This separate agreement will, amongst other things, set out requirements for the establishment of and cost recovery for the provision of additional infrastructure and compliance with additional regulatory requirements by MAC.
- 10.3. These Conditions of Use and the "Airport Access & Reserved Parking Charges" will continue to apply to any RPT Operator Using the Airport until such time as a separate agreement is entered into in accordance with clause 10.2.

11. EXCLUSION OF LIABILITY

11.1. To the extent permitted by law, and except as expressly set out in these Conditions of Use, MAC does not make any representations or warranties in connection with the Airport or any supplies, services or facilities.

11.2. Except:

- (a) in relation to any Non-Excludable Obligations;
- (b) in relation to a material breach of these Conditions of Use by MAC; or
- (c) to the extent that MAC's wilful, reckless and negligent conduct or omissions or failure to provide aviation infrastructure on the Airport as contemplated by these Conditions of Use directly or indirectly causes loss, harm, damage, cost, expense or injury,

MAC will have no liability whatsoever to You arising directly or indirectly out of or in connection with Your Use of the Airport, any supplies, services or facilities or MAC's exercise of any powers in accordance with these Conditions of Use 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) including:

- (d) any loss of or damage to an aircraft, its equipment or its load;
- (e) any loss of or damage to any of Your property;
- (f) any loss of or damage to the property of the crew or passengers of an aircraft;
- (g) 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;
- (h) any personal injury or death in any way associated with Your aircraft or Use of the Airport;
- (i) any loss or damage in relation to MAC's exercise or purported exercise of rights conferred on MAC by these Conditions of Use; and
- (j) 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).

11.3. If MAC is liable for breach of any Non-Excludable Obligation, then, to the fullest extent allowed by law, MAC's liability to an Airport user (including You) is limited to the remedies in respect of goods or services it supplies to You as set out in section 64A (1) or (2) of the Australian Consumer Law, as the case may be.

12. INVOICING AND PAYMENT OF AIRPORT ACCESS CHARGES

12.1. In accordance with clauses 6 and 7 of this document, You must pay MAC for using the supplies, services or facilities at the Airport.

12.2. If You have an account registered with MAC:

- (a) Unless otherwise notified by MAC, invoices for Airport Access Charges and any other charges incurred under these Conditions of Use will be issued monthly;
- (b) The invoice will detail Airport Access Charges and any other charges incurred;
- (c) Subject to clause 12.2(d), unless an earlier payment date is specified in this Conditions of Use document or the MAC document "Airport Access & Reserved Parking 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 & Reserved Parking 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 & Reserved Parking 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.

12.3. If You do not have an account registered with MAC all incurred Airport Access Charges and other charges incurred under these Conditions of Use must be paid to MAC prior to departure from the Airport.

12.4. Payment of any amounts due to MAC may be made:

- (a) in person at the Moorabbin Airport Management Centre during normal business hours using EFTPOS or any major credit card; or
- (b) via Electronic Funds Transfer to MAC's nominated bank account as indicated on MAC issued invoice.

12.5. Accounts will be rendered for itinerant use and a third-party provider has been engaged for this purpose. A minimum invoice charge of \$35 (incl GST) will be imposed to cover the cost of billing for such use.

13. INTEREST AND RECOVERY COSTS ON UNPAID AIRPORT ACCESS CHARGES

13.1. 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 Due Date as set out in these Conditions of Use.

13.2. 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 both the Airport Access Charges and all interest on those charges (both dates inclusive).

- 13.3. Interest will be charged at a rate of 5% per month. Interest must be paid at the same time as the Airport Access Charges to which the interest payment relates.
- 13.4. MAC may recover from You on demand any reasonable costs incurred in recovering any unpaid Airport Access Charges and other charges including, without limitation, legal fees, debt recovery fees, and an administration fee of \$1,100 (inclusive of GST) to cover costs incurred by MAC in relation to recovery activities (including internal management and employee costs).

14. RIGHT OF DETENTION AND SALE OF AIRCRAFT

- 14.1. If You fail to pay Airport Access Charges or any other charge under this Conditions of Use document or the MAC document "Airport Access & Reserved Parking Charges" by the relevant Due Date for payment, after first advising You of the relevant charges due and providing an additional period of at least 7 days for payment of such amounts, MAC is entitled to, acting reasonably, detain and shall have a lien over:
- (a) Your aircraft, its parts and accessories in respect of which unpaid Airport Access Charges or other charges were incurred (where the relevant charges were incurred by You or a third party authorised 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 reasonable costs MAC has incurred as a result of the failure to pay the relevant charges.
- 14.2. If the Airport Access Charges are not paid within 60 days of the date of the detention and the lien begins, MAC may, acting reasonably, 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 reasonable costs incurred by MAC in selling or disposing of the aircraft.
- 14.3. This right of detention and lien is not lost because the aircraft has departed from the Airport. The right of detention and lien 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.
- 14.4. 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 of Use; and
 - (c) MAC's application or payment of sale proceeds.
- 14.5. The exercise by MAC of this right of detention in accordance with these Conditions of Use is not to be taken to be a refusal to grant access to the Airport. The application of this clause 14 is subject to applicable law. MAC must act reasonably when exercising any right under this clause 14, and must always use reasonable endeavours to provide You with at least 7 days prior notice before detaining or undertaking any act in relation to Your aircraft.

15. MOVEMENT OF PARKED AIRCRAFT

- 15.1. MAC may at any time, acting reasonably, order You to either move Your parked aircraft to another position or remove it from the Airport (**an Order**) for operational reasons. Such an

Order will be in writing and will set out the period (which will not be less than three months) within which You must comply with the Order.

- 15.2. 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.
- 15.3. MAC has the right to move or remove aircraft at any time if MAC, acting reasonably, believes that they form a threat, or are perceived as a threat, to aviation safety or if ordered to do so by any duly constituted legislative or policing entity including, but not limited to, CASA, ASA, the Department of Infrastructure, Transport, Regional Development, Communications and the Arts, the Office of Transport Security, the Department of Home Affairs, the Australian Federal Police and the Victoria Police.

16. AVAILABILITY OF AIRPORT FACILITIES

- 16.1. MAC is obligated under the terms of the *Airports Act 1996* (Cth) 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. Given this, MAC makes no warranty that any airport facility will be available at any time.
- 16.2. MAC must, where practicable, provide reasonable prior notice of any temporary withdrawal of any supplies, services or facilities at the Airport by means of a NOTAM or other commonly accepted means of information dissemination.
- 16.3. If, at any time, MAC declares any facilities, infrastructure, supplies or services to be unavailable due to safety or operational requirements, MAC will make reasonable endeavours to provide suitable alternate infrastructure, facilities, supplies or services. The use of such infrastructure, facilities, supplies or services, which may not be to the standard associated with affected services, is entirely a matter of choice for You.
- 16.4. Facilities, infrastructure, supplies 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, Regional Development, Communications and the Arts, the Office of Transport Security, the Department of Home Affairs, the Australian Federal Police and the Victoria Police.
- 16.5. MAC will in no circumstances be liable for any loss or consequential loss suffered by You due to the non-availability of such services.

17. INSURANCE

- 17.1. 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.

18. NO SET-OFF

You must not make any set-off against or deduction from the Airport Access Charges.

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 in respect of all personal information collected under these Conditions of Use; and
- (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 these Conditions of Use in order to comply with legislation including but not limited to the *Airports Act 1996* (Cth), *Competition and Consumer Act 2010* (Cth) and the *Aerodrome Landing Fees Act 2003* (Vic); and
- (d) MAC may disclose the information collected under these Conditions of Use 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 of Use are governed by the law of the State of Victoria.

21. DEFINED TERMS

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

- (d) any other charges payable by You under this Conditions of Use; and
- (e) 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 and is that area on the inside of airside fence at the Airport.

'ASA' means Airservices Australia established by the *Air Services Act 1995* (Cth).

'Australian Consumer Law' means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) incorporated into Victorian law through the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

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

'Certificate of Registration' means a certificate issued pursuant to Regulation 47.090 of the *Civil Aviation Safety Regulations 1998* (Cth).

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

'Conditions of Use' means this document entitled 'Conditions of Use' and all schedules to this document.

'Due Date' has the meaning set out in clause 12.2(c).

'ERSA' means the En Route Supplement Australia published by ASA.

'Master Plan' means the document entitled "Moorabbin Airport 2021 Master Plan", available from Our website at <https://www.moorabbinairport.com.au/about-us/planning>.

'MTOW' means the 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 of Use to be void.

'NOTAM' means Notices to Airmen published by ASA.

'Privacy Act' means the *Privacy Act 1988* (Cth).

'RPT Operations' has the meaning given by the term "Commercial Transport Operations" by the *Civil Aviation (Carriers' Liability) Act 1959* (Cth).

'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 at the Airport.

'We', 'Our', 'Us', 'MAC' and **'Moorabbin Airport Corporation'** refers to Moorabbin Airport Corporation Pty Ltd (ACN 081 564 310) and includes MAC's managers, officers and employees whether permanent or temporary.

'You' and **'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, acting reasonably, 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) MAC must use all reasonable endeavours to secure a sale price of at least market value, however 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 reasonable, and set aside from the proceeds of sale any amount which We consider reasonable 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.
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 of Use, 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 of Use is bound to inquire what Our rights and powers to deal in that way are or whether those rights or powers have been properly or regularly exercised. If We have exercised those rights or powers improperly or irregularly no one (other than Us) is affected and the sale to them is valid.