

City of Albany
Publication

Albany (Harry Riggs) Regional Airport & John Bell Terminal

CONDITIONS OF USE

ABN: 94 717 875 167



Document Approval			
Document Development Officer:		Document Owner:	
Manager Governance & Risk (MGR) – Aerodrome Accountable Manager		Executive Director Corporate & Commercial Services	
Document Control			
File Number - Document Type:	CM.STD.6 – Publication File: CS.AGR.18 – Agreements		
Synergy Reference Number:	AMT21135145		
Status of Document:	Administrative decision: Approved.		
Quality Assurance:	Leasing and Airport Teams, Accountable Manager, Document Owner.		
Distribution:	Public Document		
Document Revision History			
Version	Author	Version Description	Date Completed
1.0	MGR	Author: Manager Governance & Risk Approved by Document Owner on 20 August 2021. Note: Consultation conducted with airport users over a period of 3 years, culminating in nine (9) reiterations prior to final approval.	20/08/2021

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1. INTRODUCTION

- 1.1. These are the Conditions under which You use the infrastructure, facilities and services provided at Albany (Harry Riggs) Regional Airport provided by the City of Albany (the City).
- 1.2. If You use any of these services, You accept these conditions.
- 1.3. These conditions are effective from 1 July 2021 and are current until the City changes, replaces or waives them. Subject to the terms of these Conditions of Use, all previous conditions of use cease to have effect.
- 1.4. Subject to any other or contrary requirement under legislation, the City 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.
- 1.5. This document does not grant any right or entitlement to You to use any particular service or facility at the Airport.

2. THESE CONDITIONS

- 2.1. These are the conditions under which, subject to any separate variation agreement in writing between You and us (for example: *City of Albany Lease Agreement*), You use our facilities and services at the Airport. If You use those facilities and services then, subject only to the extent of inconsistency with any such contrary agreement, You accept these conditions.
- 2.2. Subject to any contrary requirement under legislation, we may change, replace or waive any of these conditions provided that we have:
 - (a) used our reasonable endeavours to consult You (either directly or through relevant industry bodies) at least 90 days before we change, replace or waive any conditions; and
 - (b) considered and responded to You in writing (either directly or through relevant industry bodies) in relation to any comments or objections You have raised to our change, replacement or waiver; and
 - (c) we give You (either directly or through relevant industry bodies) notice in writing at least 30 days before the change is to be effective.
- 2.3. Information we require before You use our facilities and services is detailed at Schedule 7.

3. CONTACT DETAILS

- 3.1. All postal correspondence is to be directed to the following address.

Postal Address: Albany (Harry Riggs) Regional Airport
City of Albany
PO Box 484
Albany WA 6331

- 3.2. The City's preferred method of correspondence is email:

Email: airport@albany.wa.gov.au; copied to: staff@albany.wa.gov.au

- 3.3. Airport Team can be contacted on:

Telephone: (08) 6820 3777 (24 hours) **Option 3**

4. USE OF THE AIRPORT

- 4.1. Without limiting any other arrangement between the parties, when using the airside or non-airside infrastructure of the Airport (including parking facilities), You must at all times comply with the:
 - (a) 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 City of Albany adopted budget (Aerodrome Fees & Charges);
 - (e) The operational requirements of the Airport as published in ERSAs and NOTAMs;

- (f) Other conditions, instructions, orders and directions necessary for the day to day operation of the Airport as issued by the City from time to time;
 - (g) The Albany 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, Western Australian Police (WAPOL) and the City. This includes but is not limited to the *Aviation Transport Security Act 2004* (Cth) and *Aviation Transport Security Regulations 2005* (Cth).
- 4.2. You must not take any action that may put the City in breach of any legislation. You agree that:
- (a) Use of Albany Airport may be prohibited or restricted by legislation;
 - (b) The City is not responsible for the security of any aircraft or property; and
 - (c) You are responsible for maintaining the security of Your own aircraft and property under the *Aviation Transport Security Act 2004* and other legislation.

5. ACCESS TO AIRSIDE AREAS

- 5.1. Albany 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*.
- 5.2. 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 the City 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.
- 5.3. For further information regarding Airside Access and Airside Vehicle Access see: <https://www.albany.wa.gov.au/facilities/venues/albany-harry-riggs-regional-airport.aspx> or contact the Airport Team in the first instance.

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 the City by You.
- 6.2. The charges for any supplies, services or facilities will be as determined by the City in accordance with the City of Albany Annual Financial Budget, Schedule of Fees and Charges and is an incorporated part of this Conditions of Use document.
- 6.3. Notwithstanding any other provision of this Conditions of Use document or the “*Airport Fees & Charges*” document (but without limiting any right of the City under this Conditions of Use document), any existing discount in relation to any charge payable by You to the City will, without notice to You, cease from and including the Due Date for payment of any invoice issued by the City which remains unpaid as at that date. In this clause “Due Date” has the meaning set out in clause 11.2(c).

7. LIABILITY FOR AIRPORT ACCESS CHARGES

- 7.1. You must pay the City 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.

8. REFUSAL OF ACCESS

- 8.1. The City may refuse access to the Airport to all or any aircraft owned or operated by You if You have failed to pay to the City any amount due in respect of any aircraft by the Due Date. (See also clause 13).
- 8.2. Where an Airside Area has been declared, access to this area is restricted, the City 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.

9. GST

- 9.1. Unless otherwise specified, 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

- 10.1. In the case of aircraft engaged in Regular Public Transport Operations, the City must be notified prior to the commencement of such operations, which includes providing the City with a completed "Notification of Aircraft Details" form at Schedule 2.
- 10.2. Each notification is to be accompanied by a completed "Application for Credit" in the form of Schedule 3. Once this form is received by the City, the City will determine the extent to which the City is prepared to make credit available. The City may refer to reports of credit rating agencies in determining the amount of credit the City is prepared to make available. Without limitation, the City may require You to provide a bank guarantee in favour of the City on such terms as reasonably determined by the City prior to the commencement of a program of operations.
- 10.3. For newly scheduled Regular Public Transport Operations the City 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 the City reserves the right to require additional security.

11. EXCLUSION OF LIABILITY

- 11.1. The City does not make any representations or warranties in connection with the Airport or any supplies, services or facilities.
- 11.2. Except in relation to Non-Excludable Obligations, the City's liability to You arising directly or indirectly out of or in connection with use of the Airport, any supplies, services or facilities or the City'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.
- 11.3. The City will have no liability whatsoever for:
 - (a) any loss of or damage to an aircraft, its equipment or its load;
 - (b) any loss of or damage to any of Your property;
 - (c) any loss of or damage to the property of the crew or passengers of an aircraft;
 - (d) 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;
 - (e) any personal injury or death in any way associated with Your aircraft or use of the Airport;
 - (f) any loss or damage in relation to the City's exercise or purported exercise of rights conferred on the City by these conditions; and
 - (g) 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
- 11.4. The aggregate of the City'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 the City.
- 11.5. If the City is liable for breach of any Non-Excludable Obligation, then, to the full extent allowed by law, the City'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.
- 11.6. Should You damage City property, a statement of claim will be lodged with Your insurer in the first instance by the City.

12. INVOICING AND PAYMENT OF AIRPORT ACCESS CHARGES

- 12.1. In accordance with clauses 5 and 6 of this document, You must pay the City for using the supplies, services or facilities at the Airport.
- 12.2. If You have an account registered with the City:
 - (a) Unless otherwise notified by the City, invoices for Airport Access Charges will be issued monthly;

- (b) The invoice will detail Airport Access Charges incurred;
 - (c) Subject to 11.3(d) unless an earlier payment date is specified in this Conditions of Use document or the City document "Airport Access Charges", each invoice is due to be paid before the date that is 30 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.
- 12.3. If You do not have an account registered with the City, all incurred Airport Access Charges must be paid to the City prior to departure from the Airport.
- 12.4. Payment of any amounts due to the City can be made by:
- (a) Mailing the relevant remittance advice and cheque direct to the City of Albany Accounts Team, 102 North Road Yakamia WA 6330;
 - (b) Electronic funds transfer payable into the bank account of the City, referencing the invoice number. Account details can be obtained from the City of Albany, Accounts Team; or
 - (c) In person, by cash, at the City of Albany Administration Building, 102 North Road Yakamia WA 6330 during business hours (0900 hrs to 1630 hrs, Monday to Friday).

13. INTEREST AND RECOVERY COSTS ON UNPAID AIRPORT ACCESS CHARGES

- 13.1. Unless otherwise approved by the City in writing, the City 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.
- 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 the Airport Access Charges and all interest on those charges (both dates inclusive).
- 13.3. Interest will be charged at a rate of interest of in accordance with the City's adopted budget, (no more than 11% per annum). Interest must be paid at the same time as the Airport Access Charges to which the interest payment relates.
- 13.4. The City may recover from You on demand any costs due – over 35 days incurred in recovering any unpaid Airport Access Charges including, without limitation, legal fees, debt recovery fees, costs incurred by the City 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 City document "Airport Access Charges" by the relevant date for payment, the City 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 the City 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, the City 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 the City in selling or disposing of the aircraft.
- 14.3. 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 the City at any time when the aircraft is at the Airport until the Airport Access Charges, accrued interest and the City's costs of recovery are paid in full.
- 14.4. To the full extent allowed by law the City is not liable for any loss, liability or expense You incur arising out of or in any way connected with:
- (a) the City's detention of Your aircraft as contemplated under this clause;

- (b) anything the City does or does not do, in exercising the City's right of sale under these Conditions; and
 - (c) the City's application or payment of sale proceeds.
- 14.5. The exercise by the City 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 14 is subject to applicable law.

15. MOVEMENT OF PARKED AIRCRAFT

- 15.1. The City 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.
- 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 the City) 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. The City 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, Department of Infrastructure and Regional Development, Office of Transport Security, Australian Federal Police and Western Australian Police (WAPOL).

16. AVAILABILITY OF AIRPORT FACILITIES

- 16.1. The City 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. The City 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 the City. The City makes no warranty that any airport facility will be available at any time.
- 16.2. The City 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.
- 16.3. If, at any time, the City declares any facilities, infrastructure or services to be unavailable due to safety or operational requirements, the City 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.
- 16.4. 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, Department of Infrastructure and Transport, Office of Transport Security, Australian Federal Police and Western Australian Police (WAPOL).
- 16.5. The City 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 \$20 Million or any such higher level of cover as reasonably required by the City or the Commonwealth of Australia; and
 - (b) Other insurances as required by law in the State of Western Australia or the Commonwealth of Australia.

18. NO SET-OFF

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

19. AMENDMENT

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

20. PRIVACY AND DATA PROTECTION

- 20.1. The City respects Your right to privacy. However, the City is required to collect information as a part of the City daily operations, and in respect of various legislative requirements.
- 20.2. The City's obligation to You.

- (a) The City will comply with the [Privacy Act 1988](#) (Cth) in respect of all personal information collected under this agreement.
 - (b) The City will provide access to the information it collects about You upon reasonable notice being given by You to the City and upon payment of the City's reasonable expenses (including but not limited to photocopying charges) in providing this information.
- 20.3. The City's rights. You acknowledge and agree that the City:
- (a) May collect from Your 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 the City, statistical analysis by or on behalf of the City, and promotion of airport services to third parties including, but not limited to, tenants, occupiers and users of the Airport;
 - (c) The City 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](#) (Cth) and as stipulated by the Western Australian Department of Transport; and
 - (d) The City 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) The City is required to do so by law; or
 - (ii) For the purposes of the City obtaining legal, financial or other advice.

21. GOVERNING LAW

- 21.1. These conditions are governed by the law of the State of Western Australia.

22. 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 the City from the Commonwealth of Australia in connection with the site known as Albany (Harry Riggs) Regional Airport or the Harry Riggs Albany Regional 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 the City 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 the City;
- (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 designated in the Albany Regional Airport Master Plan where these have been incorporated into the Albany Airport Security Programme.

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

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 13 of the Civil Aviation Regulations.

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

CEO means the Chief Executive Officer or their 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.

the City or 'The City' means the City of Albany, ABN: 94 717 875 167

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, the City and Albany Airport and Albany (Harry Riggs) Regional Airport, Harry Riggs Regional Airport, refers to the City of Albany and includes the City managers, officers and employees whether permanent or temporary.

You, Your means:

- (a) 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 Western Australian Department of Transport RPT agreement.
- (b) Airport users that operate a service by way of an agreement, permit and/or lease.

SCHEDULE 1

SALE OF PROPERTY

1. Schedule 1, can only be exercised if approved by the City of Albany's Executive Director Corporate & Commercial Services, post consultation with the Chief Executive Officer.
2. 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.
3. We may engage anyone in connection with the sale of Your aircraft or any other property as We see fit.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. No one dealing with Us on a sale of any aircraft (or any of its parts or accessories) or other property of Yours under these conditions is bound to inquire what Our rights and powers to deal in that way are or whether those rights or powers have been properly or regularly exercised. If We have exercised those rights or powers improperly or irregularly no one (other than Us) is affected and the sale to them is valid.

SCHEDULE 2

ALBANY 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:

To:

Signature of person completing this form:

Please identify by ticking whether the Operator are the:

Certificate of Registration Holder

Owner

Operator

Note: This form is to be completed for aircraft operating at Albany 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 direct to the Albany Airport Aerodrome Reporting Officer (ARO) Office.

SCHEDULE 3


APPLICATION FOR CREDIT

To apply for a credit facility with the City of Albany please download the '**Application for Credit Services**' Form below and email the completed form to accounts@albany.wa.gov.au .

On receipt of your form your application will be processed.

If approved, you will be issued with a Debtor Code by email.

[Microsoft Word - application for credit form.doc \(albany.wa.gov.au\)](#)

<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="font-size: 8px;"> Synergy Ref: NF1701150 Document Owner: Finance Team Version: 24/03/2016 </div> </div> <h4 style="text-align: center; margin-top: 10px;">APPLICATION FOR CREDIT SERVICES</h4> <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">ACCOUNT APPLICANT</div> <p>NAME OF ORGANISATION: _____</p> <p>TRADING AS: _____</p> <p>ABN: _____</p> <p>ADDRESS: _____</p> <p>POSTAL ADDRESS: _____</p> <p>PHONE NO: _____</p> <p>FAX NO: _____</p> <p>EMAIL ADDRESS: - EMAIL INVOICES (Y/N) _____</p> <p>CREDIT LIMIT REQUIRED: _____</p> <p>AUTHORISED VEHICLES REGISTRATIONS: _____</p> <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">OWNER DETAILS</div> <p>OWNER NAME: _____</p> <p>OWNER RESIDENTIAL ADDRESS: _____</p> <p>POSTAL ADDRESS: _____</p> <p>HOME PHONE NO: _____</p> <p>WORK/MOBILE PHONE NO: _____</p> <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">CREDIT REFERENCES (PLEASE PROVIDE TWO EXISTING CREDITORS)</div> <p><small>NOTE: YOU MUST CONTACT THE CREDIT REFEREE BELOW & AUTHORISE FOR THE CITY OF ALBANY TO VERIFY YOUR PAYMENT HISTORY</small></p> <p>NAME OF CREDITOR (1): _____</p> <p>ADDRESS: _____</p> <p>CONTACT NAME: _____</p> <p>PHONE NUMBER: _____</p> <div style="font-size: 8px; margin-top: 20px;"> <p style="text-align: center;">City of Albany</p> <p style="text-align: center;">102 North Road, Yorkania WA 6330 PO Box 484, ALBANY WA 6331</p> <p style="text-align: center;">Tel: (08) 6620 3000 Email: info@albany.wa.gov.au Website: www.albany.wa.gov.au</p> </div>	<p>NAME OF CREDITOR (2): _____</p> <p>ADDRESS: _____</p> <p>CONTACT NAME: _____</p> <p>PHONE NUMBER: _____</p> <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">TERMS & CONDITIONS</div> <p style="font-size: 8px;">City of Albany Payment Terms are Strictly 30 days from the INVOICE DATE</p> <p style="font-size: 8px;">If payment terms are not met, credit facilities will cease, and Legal Action will commence immediately.</p> <p style="font-size: 8px;">Overdue accounts (>35 days) will be charged 11% interest per annum</p> <p style="font-size: 8px;">Dishonoured Cheque Fee (incl bank charge) \$12.50</p> <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">DECLARATION</div> <p style="font-size: 8px;">By Signing Below:</p> <ul style="list-style-type: none"> I wish to apply for Credit with the City of Albany. The information in this application is true & complete. I agree to comply with the City of Albany Terms & Conditions, including legal costs incurred due to non compliance of Terms & Conditions. <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">SIGN HERE</div> <p style="font-size: 8px;">BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ & AGREED TO THE DECLARATION & TERMS & CONDITIONS ABOVE.</p> <p>SIGNATURE OF AUTHORISED PERSON: _____</p> <p>NAME OF AUTHORISED PERSON: _____</p> <p>DATE OF APPLICATION: _____</p> <div style="background-color: #cccccc; padding: 2px; margin-top: 10px;">OFFICE USE ONLY</div> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <tr><td>CREDITOR CHECK 1</td><td>_____</td></tr> <tr><td>CREDITOR CHECK 2</td><td>_____</td></tr> <tr><td>NEW DEBTOR NO</td><td>_____</td></tr> <tr><td>DATE OF AUTHORISATION</td><td>_____</td></tr> <tr><td>AUTHORISED BY</td><td>_____</td></tr> </table> <div style="text-align: center; font-size: 8px; margin-top: 20px;"> <p>DOCUMENT UNCONTROLLED WHEN PRINTED</p> <p>Page 2 of 2</p> </div>	CREDITOR CHECK 1	_____	CREDITOR CHECK 2	_____	NEW DEBTOR NO	_____	DATE OF AUTHORISATION	_____	AUTHORISED BY	_____
CREDITOR CHECK 1	_____										
CREDITOR CHECK 2	_____										
NEW DEBTOR NO	_____										
DATE OF AUTHORISATION	_____										
AUTHORISED BY	_____										

SCHEDULE 4

PRIVACY ACT ACKNOWLEDGMENT AND CONSENTS

1. Acknowledgment

The applicant(s) ('Operator') acknowledge(s) that the City has informed me/us in accordance with section 18E(8)(c) of the *Privacy Act 1988* (Cwth) that certain items of personal information about me/us contained in this application or which may be subsequently obtained by the City 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 the City obtaining from a credit reporting agency a credit report containing personal information about the Operator for the purpose of the City:
 - (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(l)(b); or
 - (iii) assessing my/our application for consumer credit (Privacy Act Section 18L(4));
- (b) that the City'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 the City in relation to my/our application for commercial credit with the City (Privacy Act 18K(l)(e)); and
- (c) that the City 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 5

ALBANY AIRPORT FLY FRIENDLY PROGRAMME

Fly Friendly - be a good neighbour

The Albany Airport is committed to undertaking operations in a Fly Friendly manner. We expect aircraft pilots operating into and from Albany 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.

The Albany Airport is open 24 hours per day, 365 days per year. Aircraft departing or returning to Albany are not subject to operating on specific days and/or times.

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 (305 m) over inhabited areas of 500 ft (152 m) over uninhabited areas or the sea. They must be a minimum of 600 metres radius from any building.
- b. Whilst operations in the Albany 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 (305 m) circuit altitude.
- c. Helicopters operate at a different altitude (700 ft.) (214 m) to maintain safety separation from fixed wing aircraft.
- d. CASA may issue an exemption for training purposes.

3. **Delayed turns for Noise abatement**

The Albany airport has minimal surrounding residential housing developments in close proximity of the airport. Therefore, there is no requirement for delayed turns.

4. **Runway in Use**

Aircraft land and take off into the prevailing wind. Current wind and weather information is available from an automatic advice services on <http://www.bom.gov.au/wa/albany/>

SCHEDULE 6

DISPUTE RESOLUTION BY MEDIATION

Scope: This resolution procedure does not apply to access charges.

1. If there is a dispute between You and us about whether You or we have complied with an obligation or have a right under these conditions, then:
 - (a) within 14 days of the dispute arising, You and we must meet to negotiate in good faith with a view to resolving the dispute; and
 - (b) if the dispute is not resolved within the following 14 days You and we must try to resolve the dispute by mediation.
2. If the dispute is not resolved under Schedule 6, clause 1(a), then either You or we may, after giving 7 days' notice to the other, ask the President of the Law Society of Western Australia to appoint a mediator to mediate the dispute.
3. The mediation:
 - (a) is to be conducted in accordance with the mediation rules of the Law Society of Western Australia; and
 - (b) is to take place in Albany, Western Australia.
4. You and we are to equally share the cost of the mediation.
5. You and we may not seek any other means of resolving the dispute (other than seeking an urgent, interlocutory or interim injunction) until the mediation has taken place.
6. Where we are of the view, acting reasonably, that a dispute between You and us is not a genuine dispute, we reserve the right to take any other action against You that the law allows.

SCHEDULE 7

AIRPORT USER DETAILS MANDATORY INFORMATION

Before using our facilities and services at the Airport You must give us the details listed at Schedule 7:

- Your name, address and contact details;
- evidence that You have a security program that meets the requirements of our security arrangements and any relevant requirements under the Aviation Transport Security Act 2004, Aviation Transport Security Regulation 2005 and other legislation;
- evidence that You have in place emergency procedures in connection with all potential threats to passengers, cargo and our facilities and services at the Airport at least to the standard required to comply with our Airport emergency procedures;
- the names, addresses, telephone numbers, email address and all other contact details of Your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with You using our facilities and services at the Airport;
- upon request, copies of the current certificates of insurance policies You hold that are consistent with the requirements of Schedule 1 and confirmation that these policies will remain current at all times when You are using our facilities and services at the Airport;
- ground handling arrangements for operating crew, passengers and cargo;
- arrangements for the removal of stationary aircraft;
- details of the type, registration, configuration and MTOW of each aircraft which You intend to use at the Airport;
- a completed Application for Credit Form (see Schedule 3); and
- a completed Notification of Aircraft Details Form (see Schedule 2) for all Your general aviation and other non-regular public transport operations aircraft which are likely to be using our facilities and services at the Airport.