



SYDNEY **METRO** AIRPORTS

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BANKSTOWN

## Bankstown Airport

# Conditions of Use

(Effective 1 August 2019)

***This is an important legal document:***

***By using the Airport you agree to be bound by the terms and conditions of this document. All Airport users, owners and operators at the Airport are required to read this document.***

# Conditions of Use

## Bankstown Airport

(Effective 1 August 2019)

### 1 Conditions

- 1.1 These are the terms and conditions under which you agree to use the Facilities and Services at Bankstown Airport. It is implied that if you use any of these Facilities and Services, you accept these conditions.
- 1.2 These conditions are effective from 1 August 2019 and will remain current until Bankstown Airport Limited (BAL) management amend the document or waive the conditions in writing. All previous Conditions of Use are rescinded with effect from 1 August 2019.
- 1.3 BAL management may vary these terms and conditions by giving 30 days notice of a variation. Such variation is accepted by the continued use of the Facilities and Services. This notice may be provided by updating the Conditions of Use on our website, in a tax invoice, in a statement sent directly to you or by other forms of notification including advertisements in the Bankstown Canterbury Torch and Camden Advertiser newspaper.
- 1.4 Certain terms or words used in this document and the attached schedules are explained in clause 19.
- 1.5 These conditions also apply to non VH registered aircraft including International registered, Recreational Aviation, non-powered, ultra-light and balloon aircraft. All aircraft non VH- registered, must obtain prior approval from BAL before operating at Bankstown Airport. This will allow BAL to organise any special requirements on request. BAL reserves the right to apply any further charges as applicable

### 2 General Information

- 2.1 Notify BAL by one of the following means:
  - (a) by Mail: General Manager Aviation  
Bankstown Airport Limited  
PO Box 6450  
WETHERILL PARK NSW 1851
  - (b) by Facsimile: (02) 9791 0230
  - (c) by E-mail: [aeair@SMAirports.com.au](mailto:aeair@SMAirports.com.au)

- 2.2 Tax invoices and statements will be sent to either the address you have notified, or alternatively to the registered address of the aircraft on the Civil Aviation Safety Authority aircraft register. Unless a notice of alternative address is provided, BAL is entitled to serve any originating process at this address. In the circumstances where there is no registered address listed in the Civil Aviation Safety Authority Aircraft Register or your aircraft is not registered BAL is entitled to serve any originating process by affixing the originating process to any aircraft owned or operated by you at any airport in the Commonwealth of Australia.

### 3 Using our Facilities and Services

- 3.1 When using Bankstown Airport Facilities and Services you must comply with:

- (a) the BAL Conditions of Use;
- (b) any operational requirements of the Airport including as published in ERSA and NOTAMs;
- (c) all applicable Legislation, which includes the *Airports Act 1996*, the *Airports Regulations 1997* and all relevant civil aviation, environmental and work, health and safety legislation;
- (d) any other BAL policies, conditions, instructions, orders or directions necessary for the day to day operation of the Airport as may be reasonably or necessarily published by the Airport;
- (e) such further information as is reasonably requested in relation to the use of the Facilities and Services;
- (e) local flying restrictions;
- (f) all relevant directions by the Civil Aviation Safety Authority of Australia, Airservices Australia and the Commonwealth Department of Infrastructure, Regional Development and Cities;
- (g) pet animals are not permitted airside unless they are in a fit for purpose carrier container or on a lead. Assistance animals such as guide dogs are permitted but must be restrained at all times; and
- (h) motorbikes, pushbikes, scooters, and skateboards are not permitted on airside areas.
- (i) smoking is not permitted in any airside area.

- 3.2 You must not undertake any action which puts BAL in breach of any Legislation.

- 3.3 You accept that:

- (a) access to BAL Facilities and Services is non-exclusive and subject to the demands of other users of the Airport;
- (b) use of the Airport may be constrained by Legislation; and
- (c) BAL is not responsible for the security of aircraft or your property.

## 4 Regular Public Transport Operations

- 4.1 Due to the complexity of Regular Public Transport Operations, RPT services will be subject to a separate agreement.

## 5 Charges

- 5.1 You are required to pay charges for using BAL Facilities and Services.
- 5.2 The charges contained in Schedule A of this document pertain to use of Bankstown Airport only. There are no standing shared charges between Bankstown Airport and Camden Airport. At present Camden Airport charges are covered by a separate Conditions of Use and charges schedule. Shared charge models can be discussed with the General Manager Aviation and will be subject to a separated written agreement
- 5.3 The amount of charges payable will be calculated in accordance with Schedule A attached to this Conditions of Use, as varied from time to time. By using the BAL Facilities and Services you agree to pay the charges applicable at the time of use.
- 5.4 The charges are payable in Australian dollars only, unless agreed by prior arrangement in writing with Airport Management.
- 5.5 When required, tax invoices will be sent for payment. Full details of your address, name, contact details and ABN if applicable must be provided to BAL before payment can be made.
- 5.6 The charges detailed in each tax invoice must be paid, within twenty-one (21) days of the date on the tax invoice by one of the following methods:
- (a) Direct debit. This is the preferred method of payment; details are available from BAL.
  - (b) BPay. Please note that BPay reference is located on the tax invoice, and they are unique for each account/tax invoice;
  - (c) Direct deposit into the bank account. Please telephone to obtain the relevant details;
  - (d) Cheque made payable to Bankstown Airport Limited. Note that management reserve the right to pass on bank charges incurred in cheque processing;
  - (e) EFTPOS if paying at our office at Bankstown Airport;
  - (f) Credit card if paying by telephone or at our office at the Airport, or on the approved Bankstown Airport credit slip; or
  - (g) Any other method approved by airport management.
- 5.7 If you are either the registered or unregistered owner of an aircraft or the registered operator of an aircraft but not the actual user, you must provide the name, address and contact details of the person who is using your aircraft at Bankstown Airport within seven (7) days of receiving the tax invoice. Failure to provide this information may result in a specific lien against your aircraft to the value of charges incurred by the use of your aircraft at Bankstown Airport.

If you have not consented to the use of your aircraft at Bankstown Airport you must provide notice of this within seven (7) days of receiving a tax invoice from us.

## 6 Varying Charges

- 6.1 BAL may vary any of the charges by giving 30 days written notice of the variation in charges by notification in either a tax invoice or a statement. Prior to varying the charges, BAL will use reasonable efforts to consult with users at the Airport. BAL's practice is to commence consultation at least one month before the proposed date on which the varied charges are proposed to take effect.

## 7 Failure to pay on time

- 7.1 Failure to pay the charges in accordance with paragraph 5 above, may result in one or more of the following:
- (a) Interest charged from the date charges become due and payable at the Interest Rate.
  - (b) A charge levied for all costs in relation to debt recovery on an indemnity basis – see 13.5.
  - (c) Refusal of permission to allow any or all of your aircraft to use the Facilities and Services at the Airport;
  - (d) Reserve the right to use reasonable means to detain any aircraft pursuant to specific lien until you have paid all charges, interest and other costs related to these charges;
  - (e) Issue a notice directing that you remove any or all of your Aircraft from Bankstown Airport. Failure to comply with our notice within 21 days of the issuing notice, BAL will:
    - (i) Take action to remove your Aircraft from Bankstown Airport and add the costs associated to the amount owing; or
    - (ii) Deem the Aircraft to have been abandoned and treat the title to the Aircraft as having been irrevocably transferred to BAL; commence proceedings against you for all monies due and payable.
- 7.2 Any terms for payment of a debt due may be withdrawn at any time without notice where there is failure to settle any other debts that are due and payable. For the removal of any doubt, all debts become due and payable when you are outside the payment terms.
- 7.3 The remedies specified in clause 7 are not exhaustive and do not operate to limit any of the airport options in the event of a breach by you of this clause 7. BAL reserve the rights entirely in relation to any other remedial action afforded by law.
- 7.4 You are not entitled to set-off any amounts owing to BAL against or make any deduction in relation to, the charges for using the Facilities and Services.

## 8 Failure to comply with these conditions

- 8.1 Failure to comply with these conditions, in addition to BAL rights pursuant to clause 7 and subject to our legal obligations, BAL may provide you with 21 days written notice requiring compliance.
- 8.2 Failure to comply with any Work Health and Safety, environmental, safety or security Legislation or other requirements of Bankstown Airport, BAL may give you notice to comply immediately and report the breach to the appropriate Commonwealth or State Authority.

- 8.3 BAL retains the option to withdraw permission to use Facilities and Services at Bankstown Airport if you do not comply with a properly issued notice.

## **9 Dispute Resolution**

- 9.1 Upon receiving a tax invoice or demand from BAL, any disputes regarding the charge(s) should be provided to the Airport in writing within 21 days. Lodgment of a billing dispute does alleviate the requirement to pay the disputed bill.
- 9.2 Where insufficient information is provided, BAL has the option to contact you to obtain further clarification.
- 9.3 BAL will notify you in writing of the determination of the dispute. You have the option to accept or reject the determination. Return notification must be lodged within seven (7) days, otherwise BAL will consider the dispute resolved. Where payment of a withheld amount is required, this must be made within the timeframe specified in the BAL dispute resolution letter.
- 9.4 In certain circumstances, at the sole discretion of BAL, a dispute may be resolved by alternative dispute resolution process or by an independent arbitrator to source a binding decision.

## **10 Relocation of Aircraft**

- 10.1 BAL may direct you, verbally or in writing, to:

- (a) move your aircraft or equipment to another position at Bankstown Airport; and/or
- (b) remove your aircraft or equipment from Bankstown Airport.

The above requests will be at your cost and within a specified time. The timeframe will be a period that we consider, in all the circumstances, to be reasonable.

- 10.2 If you do not comply with BAL's direction within the time specified in the direction, BAL may move the aircraft and:
- (a) you must pay all reasonable costs to relocate the aircraft and any costs incurred by BAL as a result of having the aircraft moved to a location suitable to Bankstown Airport; and
  - (b) you indemnify BAL, BAL officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with direction.

## **11 Airport closed or services unavailable**

- 11.1 BAL will endeavour to keep the Facilities and Services at Bankstown Airport available for use, subject to any reasonable requirements BAL may have for operational purposes, maintenance and/or new development, or any other events beyond reasonable control.
- 11.2 When required, BAL will notify you if Facilities and Services at Bankstown Airport are unavailable. This is subject to clauses 3.3 and 13.2.
- 11.3 If, at any time, safety or operational requirements demand that any of the Facilities and Services be made wholly or partly unavailable, BAL will use reasonable endeavours to identify alternative facilities and services which might be available for use. The use of such

alternative facilities or services shall be at individual discretion.

## **12 Services not provided by Bankstown Airport Limited**

12.1 BAL does not provide:

- (a) aircraft, building, motor vehicle or other security services;
- (b) terminal navigation services;
- (c) rescue and firefighting services;
- (d) en-route services;
- (e) meteorological services;
- (f) hangar facilities except where special arrangements are in place;
- (g) quarantine waste disposal, customs or immigration services; or
- (h) apron services other than allocating aircraft parking bays.

BAL charges do not include fees for these services or fees for other services provided but are outside the scope of these conditions.

## **13 Release and indemnity**

13.1 BAL are not liable for, and you indemnify BAL, its officers, employees and agents from and against all claims actions liabilities and losses including those arising from, and any costs charges and expenses incurred in connection with:

- (a) loss of or damage to any property;
- (b) injury, disease or death to any person; or
- (c) breach of any Legislation;

caused by or contributed to by you (or your employees agents or invitees) act, negligence, or default, except to the extent caused by our act negligence or default.

13.2 BAL must be indemnified against:

- (a) any loss suffered for any reason because the Airport or any part of the Airport is closed or any Facilities and Services are unavailable;
- (b) any loss suffered, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft; or
- (c) any consequential injury, loss or damage in connection with the use of or closure of any Airport (including anything referred to in (a) or (b) of this clause).

13.3 You are liable for, and you indemnify BAL against:

- (a) any damage your aircraft may cause to our property; and
- (b) any costs we incur in detaining any of your aircraft under clause 7.1(d).

13.4 Notwithstanding the above, in no circumstances will BAL be liable to you or any party claiming through you for any consequential losses whatsoever.



- 13.5 Additionally you agree to indemnify BAL for any costs we may incur in the recovery of a debt due and payable by you, on a full indemnity basis, including but not limited to, court costs and filing fees, legal fees and disbursements, the costs of any necessary service provider and airport administration costs.

## **14 Insurance**

- 14.1 You must have an insurance policy for at least \$20,000,000 (or such other amount as we may notify to you from time to time) insuring against all claims which may be brought against either you or BAL for personal injury (including death) and/or damage to property arising out of the use of the aircraft or BAL by you or any other party you authorise to use the aircraft or BAL.
- 14.2 You must when required produce evidence showing that the insurance is in force for the sum notified under this clause 14.
- 14.3 If you fail to insure as required by this clause, BAL may deny your aircraft use of Bankstown Airport until you demonstrate that such insurance is in force.
- 14.4 The sum insured as stated in clause 14.1 or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance which is required you to maintain.

## **15 Exclusion of Warranties and Conditions**

- 15.1 BAL does not make any representation or warranty in connection with the use of Bankstown Airport and we exclude all implied warranties and conditions that can be excluded to the greatest extent allowable by law.
- 15.2 If a warranty or condition is implied into these conditions of use under any Legislation in connection with any services provided and it can be excluded, BAL excludes it. If such warranty or condition cannot be excluded, then liability for breach of that warranty or condition is limited to:
- (a) the supplying of the services again; or
  - (b) the cost of having the services supplied again.

## 16 Governing Law

- 16.1 These conditions are governed by the law of New South Wales.
- 16.2 If BAL commence proceedings to recover a debt pursuant to Clause 7, this claim is to be subject to the exclusive jurisdiction of the laws and the Courts of the state of New South Wales.

## 17 Privacy

- 17.1 BAL collects personal information about aircraft owners and operators from both them and from public records. This information is used in relation to the collection of charges and for administrative purposes. Failure to provide the requested information may mean you will be unable to use the Bankstown Airport services and facilities. This personal information is disclosed to our professional advisors, government and regulatory authorities and to our corporate group. Collection may be required or authorised under the Airports Act 1996, and the Civil Aviation Act 1988. You authorise BAL to carry out such credit enquiries as necessary and with your specific consent may obtain from a credit reporting body a credit report about you. BAL does not disclose any personal information outside Australia. See [www.sydneyairport.com.au](http://www.sydneyairport.com.au) for our privacy policy, which contains information on how you can seek access to personal information held about you (if you are an individual), and how complaints about our handling of personal information are dealt with.

## 18 Personal Property Securities (PPS) Act

- 18.1 **PPS Act terms** Unless a contrary intention appears, words or expressions used in this clause 19 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.
- 18.2 **Further assurance** If at any time BAL determines that this agreement (or any of the transactions or events contemplated by or under it) creates a security interest in our favour over any of your personal property (including aircraft), BAL may apply for any registration, or give any notification, in connection with that security interest and you must promptly, upon request, do anything (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:
- (a) provide more effective security over the relevant personal property;
  - (b) ensure that any such security interest in BAL's favour:
    - (i) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
    - (ii) has the priority required by BAL which, unless we agree in writing otherwise, is first priority;
  - (c) enable BAL to prepare and register a financing statement or give any notification in connection with that security interest; and
  - (d) enable BAL to exercise any of our rights or perform any of our obligations in connection with any such security interest or under the PPS Act.
- 18.3 **Costs** All costs and expenses arising as a result of actions taken by either party pursuant to this clause 19 will be for your account. Within seven (7) days of a written request, you must

pay BAL any costs or expenses incurred or to be incurred in connection with clause 19.

18.4 **Contracting out of PPS Act enforcement provisions** If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under this agreement, you agree that the following provisions of the PPS Act will not apply:

- (a) section 95 (notice of removal of accession), to the extent that it requires BAL to give a notice to you;
- (b) section 121(4) (enforcement of security interests in liquid assets – notice to grantor);
- (c) section 130 (notice of disposal), to the extent that it requires BAL to give a notice to you;
- (d) paragraph 132(3)(d) (contents of statement of account after disposal);
- (e) subsection 132(4) (statement of account if no disposal);
- (f) section 142 (redemption of collateral); and
- (g) section 143 (reinstatement of security agreement).

18.5 **Disposal or retention of collateral** Pursuant to section 125(3) of the PPS Act, BAL may delay disposing of, or taking action to retain, the whole or part of the collateral that BAL seize under section 123 of the PPS Act, for as long as BAL see fit in our absolute discretion.

18.6 **Notices under PPS Act** BAL do not need to give you any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

18.7 **Confidentiality** In addition to and without derogating from any confidentiality obligations of the parties expressly provided for in this agreement or arising at law, neither party will disclose to a person or entity that is not a party to this agreement information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

## 19 Meaning of Words

19.1 **Aircraft.** Is a powered vehicle which is able to fly by being supported by the air, includes rotary aircraft.

**Bankstown Airport.** Bankstown Airport, New South Wales, Australia, and includes all hangars, other buildings, roads and other areas and facilities within the boundaries of the Airport.

**Air Operator's Certificate.** Is the certificate of that name issued under Division 2 of Part III of the Civil Aviation Act 1988.

**BAL.** Bankstown Airport Limited (ACN 083 058 637; ABN 50 083 058 637) being the lessee and operator of Bankstown Airport.

**Balloon.** A non-power-driven lighter-than-air aircraft.

**Based.** Is the airport where an aircraft is located over 90% of a fiscal year.

**Certificate of Registration.** Is the aircraft certificate of registration issued by the Civil

Aviation Safety Authority under the Civil Aviation Regulations. For Foreign aircraft this means the registration of the aircraft on a national register of aircraft other than the Australian Register of Aircraft.

**Day.** Means a period of 24 hours commencing at midnight.

**ERSA.** En-Route Supplement Australia.

**Facilities and Services.** Means BAL aircraft movement, aircraft parking and passenger processing facilities and services and any services provided by the Airport generally.

**Foreign aircraft.** Is an aircraft that is registered on a national register of aircraft other than the Australian Register of Aircraft.

**Glider.** Is a non-power driven aircraft or any aircraft normally described as a powered glider.

**Interest Rate.** The NSW local court pre-judgment rate per annum accruing daily.

**Legislation.** Includes all Commonwealth and State Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or aircraft using it.

**MTOW.** The maximum take-off weight for an aircraft as specified by the manufacturer.

**NOTAM.** Notice to Airmen.

**Operator of the aircraft.** Means the person by whom, or on whose behalf, the aircraft is operated or otherwise used at the Airport.

**Person.** Includes a corporation or other organisation or enterprise or partnership, where an aircraft is registered either the registered owner or the operator of the aircraft, alternatively if it is not registered, to be the owner of the aircraft.

**PPS Act.** The Personal Property Securities Act 2009.

**Registered.** In relation to an aircraft means that the aircraft has a Certificate of Registration.

**RPT or Regular Public Transport Operations.** Is an air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis, and includes any such services which may be diverted from another airport to Bankstown Airport.

**Substantial maintenance procedures.** Is the procedures being carried out on an aircraft by a licensed aircraft maintenance engineer which are necessary for the safe operation of the aircraft and which would normally require a period longer than one day to complete.

**Toll fee.** Is the Take-Off and Landing Licence fee permitting access to and use of BAL facilities. This fee is to be paid in advance.

**Use.** Is any use of the Bankstown Airport Facilities and Services including but not limited to aircraft landing, taking off, taxiing or parking, or discharging or taking on passengers or cargo.

**User of the facilities and services** either personally or by an agent, employee or by a pilot directed by the user.

**You or your means:**

- (a) where the aircraft is Registered, the owner or operator of the aircraft at the time our Facilities and Services at the Airport are used;
- (b) where the aircraft is not Registered, the person who we reasonably believe is the owner or operator of the aircraft at the time our Facilities and Services at the Airport are used; and
- (c) Generally, the person who is the user of the Facilities and Services or their employer or principal.

Where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor (“administrator”) is appointed in respect of a person liable for charges the administrator is personally liable with that person for all charges in respect of each use which occurs during the period of the administrator’s appointment.

- 19.2 The singular includes the plural and the plural includes the singular.
- 19.3 If you consist of more than one person then each person is jointly and individually liable under these conditions with each of the others.
- 19.4 If any part of these conditions is unenforceable, these conditions are taken to be modified to remove that part. The rest of these conditions are not affected by that part being removed.

## SCHEDULE A

### AERONAUTICAL CHARGES BANKSTOWN AIRPORT

The following charges apply to the use of Bankstown Airport. The charges are **GST inclusive**.

#### (a) Landing and Parking Charges

- Landing Charge
  - For each aircraft which weighs 10,000kg MTOW or more a charge for each landing of **\$18.50** per 1,000kg MTOW pro rata.
- Parking Charge
  - For each aircraft which weighs 10,000kg MTOW or more and is parked at the Airport for more than 3 hours on that day a parking charge of **\$6.20** per 1,000kg MTOW pro rata for each day or part of a day.

*Note: This charge applies to all aircraft weighing 10,000kg MTOW or more and applies whether or not the aircraft is registered, unregistered or undergoing Substantial maintenance procedures.*

#### (b) Daily charge

For each aircraft not covered by (a), (c), (d) or (e) a daily charge of:

**\$17.70** per 1,000kg MTOW pro rata for each day

#### (c) Glider daily charge

For gliders a Glider daily charge of **\$14.00** per glider per day or part of a day.

#### (d) Balloon daily charge

For balloons a Balloon daily charge of **\$132.90** per balloon per day or part of a day.

#### (e) Reduced daily charge for aircraft weighing less than 10,000kg MTOW:

##### (i) Maintenance charge

Subject to a Maintenance claim form approved by us as undergoing substantial maintenance or an unregistered aircraft, a charge of **\$9.80** per 1,000kg MTOW pro rata will apply **except** where:

- a TOLL has been paid in advance for the period.

- meets any of the exclusion detailed on the maintenance claim form.
- (ii) The first 2 hours of parking is free. The Daily Charge rate outlined in (b) above will occur for aircraft parked for greater than 2 hours.

Note: The Aerodrome Reporting Officer must be made aware of the aircraft's registration when it is first parked. The Aerodrome Reporting Officer can be contacted by calling or text on 0419 294 432.

(iii) **4 or 8 months TOLL paid in advance**

Subject to a TOLL form approved by us for the consecutive period, where:

- 5% discount for 4 months payment in advance - \$2,045.30 per 1,000kg MTOW pro rata;
- 10% discount for 8 months payment in advance - \$3,875.30 per 1,000kg MTOW pro rata.

(iv) **Refunds of 4 or 8 months TOLL paid in advance**

- 4 months TOLL:
  - Calculate TOLL at the daily charge from the date of issue to the date of cancellation. If this amount is less than the 4 months TOLL the difference will be refunded. If the amount is greater no refund is payable.
- 8 months TOLL where less than 4 months have elapsed since the 8 months TOLL was issued:
  - Calculate TOLL at the daily charge from the date of issue to the date of cancellation. If this amount is less than the 8 months TOLL the difference will be refunded. If the amount is greater no refund is payable.
- 8 months TOLL where 4 months or more have elapsed since the 8 months TOLL was issued:
  - Calculate TOLL at the daily charge from 4 months after the date of issue to the date of cancellation and add to this the 4 months TOLL. If the total is less than the amount which was paid for the 8 months TOLL the difference will be refunded. If the total is greater no refund is payable.

### Maintenance Claim Form

When an aircraft is undergoing maintenance, this form must be verified and signed by a Licensed Aircraft Maintenance Engineer (LAME) within 5 days of commencement and 14 days after the completion of the maintenance in order to receive the discounted rate.

Where the period of maintenance exceeds 14 days, this form must be supported by a certified copy of the Maintenance Release form to support this claim. Failure to comply will attract normal charges as per the Conditions of Use.

Aircraft Registration		
Contact Details	Company	
	Name	
	Address	
	Phone	
	Email	

Maintenance Company Name	
Type of Maintenance	
Date Maintenance Commenced	
Estimated Completion Date	
Date claim submitted	
Name of LAME	
Signature of LAME	

#### Maintenance Claim Exclusions:

- maintenance work less than 3 days
- maintenance work exceeding 3 months
- date that aircraft lands or departs
- aircraft that are inactive and not under maintenance
- aircraft greater than 10,000kg MTOW
- aircraft which is under restoration
- when aircraft operator's account is in arrears
- backdated claim

Any variation to the above exclusion is to be reviewed and approved by the General Manager Aviation.

Please forward the completed form to **Fax:** (02) 9791 0230 or **Email:** [aeair@SMAirports.com.au](mailto:aeair@SMAirports.com.au)



**Non-VH registered Aircraft  
Prior Permission Request Form**

Please note that the form must be submitted to Sydney Metro Airports (SMA) at least one (1) business day prior to activity being undertaken.

**Aircraft Details**

Registration Mark	
Make / Model	
MTOW of Aircraft	Kg
Effective Date	/ /

**Applicant's Details**

Company	
Name (in full)	
Address	
Contact number	
Email	

**Registered Operator if different from above**

Company	
Name (in full)	
Address	
Contact number	
Email	

**Declaration of the applicant**

I have read the SMA's Conditions of Use and agree to the charges appropriate at the time of use.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Please forward the completed form to **Fax:** (02) 9791 0230 or **Email:** [aeair@smairports.com.au](mailto:aeair@smairports.com.au)

### Transfer of Liability form

This form is required to be completed when Aircraft liability details change.

#### Aircraft Details

Registration Mark	
Make / Model	
Date of Transfer	/ /

#### Person / entity transferring liability

Company	
Name (in full)	
Address	
Contact number	
Email	

#### Person / entity accepting liability

Company	
Name (in full)	
Address	
Contact number	
Email	

#### Declaration of transferring owner

I request Sydney Metro Airports (SMA) to transfer liability as stated above. I acknowledge that I remain liable for airport charges when operating under SMA's Condition of Use prior to the Date of Transfer. I authorise SMA to use and release information in this form as required to discharge its statutory functions.

**Person/Entity transferring liability**

**Person/Entity accepting liability**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please forward the completed form to **Fax:** (02) 9791 0230 or **Email:** [aeair@smairports.com.au](mailto:aeair@smairports.com.au)