
CANBERRA AIRPORT
CONDITIONS OF USE



CONDITIONS OF USE

Cancellation of previous conditions

These conditions replace and cancel all previous agreements and arrangements between **you** and **us** concerning **your** use of the **Airport** and the **Services**. However, rights that exist at the time of cancellation are not affected.

What are these conditions about?

These conditions set out the basis on which **we** authorise **you** to use the **Airport** and the **Services**. However, they do not apply if **you** have a separate written agreement with **us** for the use of the **Services**.

Words that appear like **this** have the meanings given in the Meaning of Words (clause 19).

Please read these conditions carefully.

Questions?

If **you** have any questions about these conditions or the operation of the **Airport** **you** should contact the relevant person shown in the contacts list – Schedule 6.

1. USE OF AIRPORT

- 1.1 These are the conditions under which **you** use **our Airport** and any **Services** at **our Airport**, unless **we** have a separate written agreement with **you** for the use of the **Services** (such as an Airport Services Agreement). By using the **Airport**, **you** acknowledge **your** acceptance of these conditions.
- 1.2 These conditions apply equally to intrastate, interstate and international operations unless otherwise stated.
- 1.3 **You** may not nominate or use the **Airport** as a designated international alternate without first obtaining **our** consent. **We** may require **you** to enter into a separate agreement with **us** about such access.
- 1.4 **You** accept that:
 - (a) access to **our Airport** and those **Services** is subject to the demands of other users of the **Airport**;

- (b) use of the **Airport** and those **Services** may be constrained by **Relevant Law**; and
- (c) **we** may from time to time close all or any part of the **Airport** and withdraw all or any of the **Services**, for any period **we** consider appropriate when in **our** opinion it is necessary to do so.

- 1.5 **You** accept that unless otherwise specified these conditions prevail, to the extent of any inconsistency, over any contractual or other relationship **we** have with **you** in respect of the same subject matter.

2. CURRENCY

- 2.1 These conditions take effect from 1 July 2018 and, as varied according to clause 7, are current until **we** replace them.
- 2.2 **We** may waive compliance with all or any of these conditions for a period, indefinitely or permanently. However, a waiver will only be effective if it is in writing.

3. USING OUR SERVICES

- 3.1 When using **our Airport** or any Service at **our Airport** **you** must comply with:
 - (a) all **Relevant Laws**, Airservices Australia publications and any direction from the Civil Aviation Safety Authority;
 - (b) these conditions;
 - (c) other conditions, instructions, orders and directions notified by **us** from time to time;
 - (d) local flying restrictions;
 - (e) the **Operations Manual**; and
 - (f) directions from anyone entitled by any **Relevant Law** to give them.
- 3.2 **You** are responsible for familiarising yourself with those things.
- 3.3 **You** must not carry out any **Long Term Maintenance** on any part of the **Airport** without **our** prior written approval.

3.4 **You** must not (and must ensure that **your** employees, agents and contractors do not) cause or contribute to any obstruction or disruption to the operation of the **Airport** or to the business, customers or passengers of any other party using the **Airport**.

3.5 **You** must promptly on becoming aware notify **us** if any of **our** equipment, assets, facilities or other items at the **Airport** are not working properly or have been in any way damaged.

3.6 **You** must not do anything which may cause **us** to breach any **Relevant Law**, the **Crown Lease**, or any **Lease**.

4. AIRPORT REQUIREMENTS

4.1 **You** must comply with any requirement of which **we** notify **you** from time to time in relation to:

- (a) aviation safety;
 - (b) aviation security;
 - (c) work health & safety; and
 - (d) environmental management,
- at the **Airport**.

4.2 **We** may issue these requirements:

- (a) in the form of a notice, direction, order, instruction, procedure (or similar); and
- (b) by letter or email, or via notification on the Canberra Airport website, canberraairport.com.au.

5. MOVING AIRCRAFT

5.1 **We** may direct **you** at **your** cost to:

- (a) move **your aircraft** to another position at the **Airport**; or
 - (b) remove **your aircraft** from the **Airport**,
- in each case within a period of time that **we** consider to be reasonable in the circumstances.

5.2 If **you** do not comply with **our** direction under clause 5.1 within the time set out in **our** direction, **we** may move or remove the aircraft according to the procedures in schedule 4, and

you must pay all costs associated with **us** doing so.

6. PAYMENT OF CHARGES

6.1 When **you** use the **Airport** or the **Services** at the **Airport**, **you** must pay **us** the **Charges**.

6.2 **We** will issue **you** with an invoice for the **Charges** when **you** use the **Airport** or the **Services** at the **Airport**.

6.3 The **Charges** are due and payable by the due date on the invoice, unless **you** have made **Other Payment Arrangements** with **us**.

6.4 Without affecting clause 6.3, if **your aircraft** leaves the **Airport** prior to the issuance of an invoice, **we** or the **Billing Agent** will issue **you** an invoice to be paid on the terms in these conditions in respect of the **Charges** incurred which must be paid by the due date on the invoice.

6.5 **You** must not make any set-off against or deduction from any **Charges**.

6.6 **You** will be liable for **Charges** whether or not **your aircraft** was used with **your** permission.

7. VARYING CONDITIONS

7.1 **We** may vary these conditions (including by imposing additional **Charges** or varying existing **Charges**) at any time, but **we** must comply with all **Relevant Laws**.

7.2 Any variation under clause 7.1 will take effect from the nominated date, provided that **we** have given **you** details of the changes at least 21 days before they take effect. **We** may give **you** that notice by letter or email, or via notification on the Canberra Airport website, www.canberraairport.com.au.

7.3 **We** may at **your** request vary these conditions as they apply to **you**, but that variation must be agreed in writing and must comply with all **Relevant Laws**.

8. PAYMENT METHOD

8.1 Payments to **us** may be made by electronic funds transfer, credit card or as provided for on **our** invoices.

8.2 Where **you** are not an **RPT, Freight & Charter Operator**, **you** may apply to **us** for a credit account in relation to the **Charges** **you** may incur.

8.3 **We** may require that **your** application be accompanied by a completed credit application (in the form **we** determine from time to time). Based on that application and reports issued by any credit rating agency, **we** will determine the extent (if any) to which **we** will extend **you** credit. As a condition of extending **you** credit, **we** may require a bank guarantee or bond in **our** favour on terms satisfactory to **us**.

8.4 If **you** hold a credit account with **us**, **we** may at any time require **you** to submit a completed credit application so that **we** can review the extent (if any) to which **we** will continue to extend **you** credit. If **we** decide to continue extending **you** credit, **we** may as a condition of doing so require a bank guarantee or bond in **our** favour on terms satisfactory to **us**. If **we** decide to discontinue extending **you** credit, the balance then owing on **your** credit account becomes due and payable immediately.

9. FAILURE TO PAY

9.1 **You** must notify **us** immediately **you** become aware that **you** will or might be unable to pay a **Charge**.

9.2 Neither **your** giving, nor **our** receipt, of that notice, affects **our** rights under these conditions.

9.3 If **you** do not pay an amount **you** owe **us** by the due date on the invoice for that amount, **you** are liable to pay interest on that amount from and including the date that it was first due and payable to and including the day **you** pay it and all interest accrued on it.

9.4 Interest will be calculated daily at the **Interest Rate**.

9.5 If **you** do not pay an amount by the due date on the invoice for that amount, **we** may also charge **you** an **administration fee** of \$50.00 **GST** exclusive, for each month or part thereof during which the amount remains unpaid. The **administration fee** covers **our** additional administrative costs incurred due to **your** failure to pay and is due and payable immediately.

9.6 **We** may recover from **you** amounts **you** owe in relation to the use of the **Airport** or any **Service**.

9.7 **You** must pay all **our** costs on a full indemnity basis in recovering from **you** any money due to **us** under these conditions.

10. EXTENDED FAILURE TO PAY

10.1 If **you** fail to pay any **Charges** within 21 days of the due date of the invoice for those **Charges**, **we** may:

- (a) refuse to allow **your aircraft** to use the **Airport** in accordance with the **Crown Lease**;
- (b) use reasonable means to physically detain **your aircraft** until **you** have paid the **Charges**, all interest on the **Charges**, the **administration fee** and any other costs **we** have incurred as a result of **you** not paying the **Charges**;
- (c) use reasonable means to physically detain any property of yours which is located at the **Airport**; and
- (d) refuse **you** or any **Associate** access to the **Airport**.

10.2 If:

- (a) on 2 or more occasions **you** have failed to pay **Charges** within 21 days of the due date on the invoice for those **Charges** (whether or not **you** have subsequently paid those **Charges**); or
- (b) **we** have at any time commenced court action to recover a debt **you** owe **us**,

then **we** may require **you** to provide **us** with a bank guarantee or bond in accordance with clause 16, except that the notice period referred to in clause 16.1 for providing the bank guarantee or bond is 7 days.

10.3 Where **we** have required **you** to provide **us** with a bank guarantee or bond, **we** may:

- (a) refuse to allow any or all of **your aircraft** to use the **Airport**; and
- (b) refuse **you** or any **Associate** access to the **Airport**,

until **you** have provided to **us** the bank guarantee or bond.

11. DISPUTES

- 11.1 If **you** notify **us** within 10 days of the date of an invoice that **you** dispute all or any part of that invoice, and in **our** reasonable opinion **you** have grounds to dispute it, **we** will negotiate with **you** in good faith with a view to resolving the dispute. If only part of an invoice is disputed, **you** must pay the remainder by the due date.
- 11.2 If, in **our** reasonable opinion, **you** have no reasonable grounds for disputing an invoice, **you** must pay the invoice by its due date or, if that has passed, immediately.

12. SALE OF AIRCRAFT

- 12.1 If any **Charge** is not paid within 45 days of the due date on the invoice for that **Charge**, **we** may sell **your aircraft**, or any other property of yours at the **Airport**, in accordance with schedule 5.
- 12.2 To the full extent allowed by law **we** are not liable for any loss, liability or expense **you** incur arising out of or in any way connected with:
- (a) anything **we** do or do not do, in exercising **our** right of sale under these conditions, including not obtaining a proper price; and
 - (b) **our** application or payment of sale proceeds.

13. LIABILITY & INSURANCE

- 13.1 Except to the extent required by law, **we** do not make any representation or warranty in connection with the **Airport** or any **Service**.
- 13.2 To the full extent allowed by law, **we** are not liable, in contract, tort (including negligence), bailment or otherwise, except in the case of **our** gross negligence or wilful misconduct 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 **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 **your** use of the **Airport**;
- (f) any loss or damage in relation to **our** exercise or purported exercise of rights conferred on **us** by these conditions; and
- (g) any indirect, special or consequential loss or damage, arising out of or in any way connected with **your** use of the **Airport** or any **Service** or **our** exercise of any powers under these conditions or any **Relevant Law**.

13.3 At all times while **you** are using the **Airport** or any **Service**, **you** must:

- (a) take out and maintain aviation liability insurance for at least \$20 million (or such higher amount as **we** notify from time to time); and
- (b) produce evidence of that insurance whenever **we** ask.

14. STATUTORY TERMS

14.1 To the full extent allowed by law, **we** exclude all conditions, warranties and representations in connection with the use of the **Airport** or any **Service** which would otherwise be implied by the **Relevant Law**.

14.2 If **we** are liable for breach of any non-excludable condition or warranty implied by any **Relevant Law** in connection with any goods or services supplied, then, to the full extent allowed by law, **our** liability is limited to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:
 - (i) the supplying of the services again or

- (ii) the payment of the cost of having the services supplied again.

15. INDEMNITIES

- 15.1 **You** indemnify **us** against any loss, liability or expense arising out of a third party claim in any way connected with **your** use of, or presence on, the **Airport** (or that of **your aircraft**) or **our** exercise of any power under these conditions, whether arising in contract, tort (including negligence), bailment or otherwise.
- 15.2 **You** indemnify **us** against loss, liability or expense **we** incur as a result of **your** negligence or breach of any of these conditions.
- 15.3 **You** indemnify **us** against loss, liability or expense arising out of:
- (a) any damage **your aircraft** causes to the **Airport** or **Services** or any other property of ours;
 - (b) **our** moving, removing or detaining any of **your aircraft**;
 - (c) claims for personal injury, death, loss, liability or expense caused or contributed to by **you**.
- 15.4 **You** indemnify **us** against any loss, liability or expense arising out of a claim in any way connected with the sale of **your aircraft** or any other property of yours which is conducted in accordance with these conditions.
- 15.5 An indemnity in **our** favour is also given for the benefit of **our** officers, employees, agents or contractors.
- 15.6 **We** need not incur expense or make payment before enforcing any right of indemnity under these conditions.
- 15.7 **Your** liability to the entities indemnified under this clause 15 will be reduced proportionally to the extent that any wilful misconduct or grossly negligent act or omission of those indemnified caused or contributed to the relevant loss.
- 15.8 Each indemnity in these conditions is a continuing obligation, separate and independent from **your** other obligations and survives termination of these conditions.

16. SECURITY

- 16.1 **You** must on 30 days notice provide **us** with a bank guarantee or bond in **our** favour to secure **your** obligations in these conditions.
- 16.2 The amount of the bank guarantee or bond will be the greater of:
- (a) \$50,000.00;
 - (b) the aggregate of the previous 3 months **Charges** paid by **you** to **us**; or
 - (c) any other amount **we** consider reasonable,
 - (d) and otherwise on terms **we** consider reasonable.
- 16.3 **We** may on 30 days written notice require **you** to increase the amount of the bank guarantee or bond if:
- (a) **you** fail to pay any **Charges**; or
 - (b) **you** fail to comply with any of these conditions.
- 16.4 If **you** fail to pay any **Charges** or damage the **Airport** or the **Services** or otherwise breach these conditions, **we** can call on the bank guarantee or bond without notice to **you**.
- 16.5 If the bank guarantee or bond is called on, **you** must immediately provide **us** with a further bank guarantee or bond in the amount last required by this clause 16, failing which clause 9 will apply as if the reference to an amount due is a reference to a bank guarantee or bond.

17. GST

- 17.1 All amounts payable under these conditions are **GST** exclusive.
- 17.2 If **GST** is imposed on any supply made by **us** under these conditions, **you** must pay to **us** the amount imposed at the same time in addition to, and without setoff to, the amount **you** are required to pay **us** for the supply.
- 17.3 If **GST** is imposed on any supply by **us** under these conditions, **we** must give to **you** a tax invoice for the supply at the same time as **you** pay to **us** the full amount of the consideration payable for the supply in question.

18. MISCELLANEOUS

- 18.1 Nothing in these conditions limits any action against **you** that **we** may take to recover amounts **you** owe **us**.
- 18.2 These conditions are governed by the laws of the Australian Capital Territory. **You** and **we** agree to take legal proceedings in connection with these conditions only in the courts of the Australian Capital Territory and courts of appeal from them.
- 18.3 Unless the context otherwise indicates, no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted the conditions or any provision of them.
- 18.4 Any provision in these conditions which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of these conditions.
- 18.5 All notices and other communications from **us** to **you** in connection with these conditions must be in writing.
- 18.6 They must be:
- (a) left at **your** address last known to **us**;
 - (b) sent by prepaid ordinary post to that address;
 - (c) sent by fax to **your** fax number last known to **us**; or
 - (d) given in any other way permitted by law.
- 18.7 They take effect from the time they are received unless a later time is specified.
- 18.8 If sent by post, they are taken to be received 3 days after posting.

19. MEANING OF WORDS

administration fee means a fee charged in accordance with clause 9.5.

Airport means the Canberra Airport site occupied by **us** under the **Crown Lease**, which includes the **Services**. Where these conditions refer to:

- (a) the **Airport** and the **Services**; or
- (b) the **Airport** or the **Services**,

they do so to give emphasis to the **Services** in that context and do not in any way limit the meaning of **Airport**.

Associate means a person or company whose relationship to **you**, or whose arrangements or understandings with **you**, are such that, in **our** reasonable opinion, that person or company should, in relation to the **Airport** or any **Services**, be treated in all relevant respects in the same way as **you**.

Billing Agent means an entity, as nominated by **us** from time to time, which issues invoices to **you** on **our** behalf.

Charges means:

- (a) for **RPT, Freight & Charter Operators**, the charges described in schedule 1, and any other amount due and payable to **us**;
- (b) for persons who are not **RPT, Freight & Charter Operators**, the charges described in schedule 2, and any other amount due and payable to **us**;
- (c) for the Commonwealth when operating military aircraft, the charges described in schedule 3, and any other amount due and payable to **us**; and
- (d) for all users of the **Airport**, the charge imposed by **us** for the recovery of costs associated with the provision of security services, policing, security infrastructure and **our** insurance premium relating to aviation special risk insurance.

Crew means flight crew and cabin crew.

Crown Lease means **our** lease of the **Airport** site from the Commonwealth of Australia.

Domestic has the meaning given in Schedule 1.

GST has the meaning given in the **GST Law**.

Interest Rate means the rate of 12% per annum.

International has the meaning given in Schedule 1.

Lease means an agreement in writing with **us** under which **you**, or anyone else, occupies any part of the **Airport** on any basis.

Light Recreational Aircraft has the meaning given in Schedule 2.

Light Commercial Aircraft has the meaning given in Schedule 2.

Long Term Maintenance means maintenance which will take more than 3 days to complete.

MTOW means the maximum take off weight of an aircraft.

Operations Manual means the aerodrome manual produced by **us** in accordance with the Civil Aviation Safety Regulations 1998 (Cth).

Other Payment Arrangements means arrangements for the payment of **Charges** of the kind described in clauses 8.2 to 8.4.

Payment Authority Form means a form developed by **us** and provided to **you** which authorises **us** to debit amounts directly from **your** nominated account.

Prior Notice has the meaning given in Schedule 1.

Relevant Law means any present or future law, or any lawful obligation arising under such law directly or indirectly:

- (a) in relation to **us**, with which **we** must comply in respect of the **Charges**, the **Airport**, **Services** and these conditions;
- (b) in relation to **you**, with which **you** must comply in respect of **your aircraft** or their use, the **Airport** and the **Services**; or
- (c) in relation to the **Airport** and the **Services** or their use.

This includes all laws relating to aviation safety, aviation security, work health & safety and environmental management at the **Airport**.

RPT, Freight & Charter Operator means an aircraft operator (whether **International** or **Domestic**) who:

- (a) operates an aircraft having a **MTOW** of 15,000kg or more; and
- (b) has not entered into a separate agreement in relation to charges for such operations.

Services means the use of the runways, taxiways, aircraft parking areas and other aeronautical services and facilities at the **Airport** directly connected with those things. However, **Services** does not include any terminal, hangar or freight facilities, which (if **you** require them) will be the subject of a separate agreement.

Unscheduled has the meaning given in Schedule 1.

we, us, ourselves and **our** means **Canberra Airport Pty Limited** (ACN 080 361 548) and **Capital Airport Group Pty Limited** (ACN 080 711 191) jointly and severally and includes **our** respective successors and assigns.

you and **your** includes:

- (a) the legal owner of an aircraft which uses the **Airport** or any Service provided at the **Airport**;
- (b) the operator of an aircraft which uses the **Airport** or any Service provided at the **Airport**;
- (c) the pilot of an aircraft which uses the **Airport** or any Service provided at the **Airport**;
- (d) any person or company which has any type of interest in an aircraft which uses the **Airport** or any Service provided at the **Airport**;
- (e) the holder of the Certificate of Registration for an aircraft which uses the **Airport** or any Service provided at the **Airport**,

jointly and severally, and **your** legal personal representatives, successors and assigns.

your aircraft means an aircraft in respect of which **you** are a person described in the previous definition.

SCHEDULE 1: RPT, FREIGHT AND CHARTER OPERATOR CHARGES (EXCLUDING GST)

IMPORTANT NOTES:

If **you** are planning regular movements at the **Airport**, **you** can contact **us** using the details in Schedule 6 to discuss alternative charging arrangements for those regular movements.

The charges in this Schedule 1:

- do not apply if **we** have a separate written agreement with **you** for the use of the **Services** (such as an Airport Services Agreement); and
- exclude all charges for terminal, passenger processing and security-related services, as these are not part of the **Services** provided under these conditions.

All movements (arriving and departing) will be charged the applicable Landing Charge and the applicable Parking Charge.

Application of Charges

- The Landing Charge is payable each time **your aircraft** lands.
- The new Taxiway Bravo Recovery Charge is payable each time **your aircraft** lands.
- The relevant parking charge is payable each time **your aircraft** lands.
- If **your aircraft** is parked at the Airport other than at the terminal apron, the Other Apron Parking Charge will be payable.
- If **your aircraft** is parked at the terminal apron, the Terminal Apron Parking Charge will apply.
- Terminal apron parking is not available for **unscheduled** domestic aircraft movements or for international aircraft movements without **our** prior consent which will be provided at **our** discretion.
- Overnight access to the terminal apron will be provided at **our** discretion.
- Unscheduled** means, in respect of an aircraft movement, that **you** have not given us **Prior Notice** of the relevant aircraft movement. This includes regular public transport (RPT) aircraft diverted to the **Airport** for any reason.

- Prior Notice** means, in respect of an aircraft movement, that **you** have made prior arrangements with **us** at least 24 hours before the arrival the relevant aircraft at the **Airport** by:
 - providing to **us** a completed booking form (available on **our** website at canberraairport.com.au); and
 - receiving from **us** written confirmation of **your** booking.

PART 1 – CHARGES FOR DOMESTIC¹ AIRCRAFT MOVEMENTS

1 JULY 2021 – 30 JUNE 2022 (GST EXCLUSIVE)

Charge	Basis of charge	Rate
UNSCHEDULED AIRCRAFT MOVEMENTS		
Landing Charge	per MTOW tonne per landing	\$47.43
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$6.12
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$37.67
PRIOR NOTICE AIRCRAFT MOVEMENTS		
Landing Charge	per MTOW tonne per landing	\$38.43
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$4.96
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$29.07
Terminal Apron Parking Charge	Per MTOW tonne per 2 hours or part thereof	\$29.07
Overnight Terminal Apron Parking	Per MTOW tonne from 2000 hours until 0600 flat rate	\$58.14

1 JULY 2020 – 30 JUNE 2021 (GST EXCLUSIVE)

Charge	Basis of charge	Rate
UNSCHEDULED AIRCRAFT MOVEMENTS		
Landing charge	per MTOW tonne per landing	\$45.17
Fairbairn Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$35.87
PRIOR NOTICE AIRCRAFT MOVEMENTS		
Landing charge	per MTOW tonne	

(a) departs from a place outside Australia for a destination in Australia; or

Charge	Basis of charge	Rate
	per landing	\$36.60
Fairbairn Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$27.68

PART 2 – CHARGES FOR INTERNATIONAL² AIRCRAFT MOVEMENTS

1 JULY 2021 – 30 JUNE 2022 (GST EXCLUSIVE)

Charge	Basis of charge	Rate
UNSCHEDULED AIRCRAFT MOVEMENTS		
Landing Charge	per MTOW tonne per landing	\$103.03
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$13.29
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$92.20
PRIOR NOTICE AIRCRAFT MOVEMENTS		
Landing Charge	per MTOW tonne per landing	\$83.46
New Taxiway Bravo Recovery Charge	per MTOW tonne per landing	\$10.77
Other Apron Parking Charge	per MTOW tonne per calendar day or part thereof	\$71.15

1 JULY 2020 – 30 JUNE 2021 (GST EXCLUSIVE)

Charge	Basis of charge	Rate
UNSCHEDULED AIRCRAFT MOVEMENTS		
Landing charge	per MTOW tonne per landing	\$98.12
Fairbairn Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$87.81
PRIOR NOTICE AIRCRAFT MOVEMENTS		
Landing charge	per MTOW tonne per landing	\$79.49
Fairbairn Apron Parking charge	per MTOW tonne per calendar day or part thereof	\$67.76

(b) departs from a place in Australia for a destination outside Australia. This includes an aircraft which is first diverted to the Airport before leaving Australia.

¹ Domestic means an aircraft movement whose origin and final destination is a place in Australia.

² International means an aircraft movement which:

SCHEDULE 2: GENERAL AVIATION CHARGES

IMPORTANT NOTES:

Light Recreational Aircraft means an aircraft with an MTOW of less than 15,000kg used for private (non-revenue) purposes.

Light Commercial Aircraft means an aircraft with an MTOW of less than 15,000kg used for commercial purposes, which includes both revenue-generating and not-for-profit activities, such as charter, hire, instruction or training.

Rate per day 1 -3 is inclusive and consecutive.

Rate per day 4 and over is consecutive.

Terminal apron parking is not available for **Light Recreational Aircraft** or **Light Commercial Aircraft** movements.

PART 1 – CHARGES FOR AD HOC USE OF THE SERVICES

1 JULY 2021 – 30 JUNE 2022 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) charges			
Aircraft MTOW	Basis of charge	Rate per day 1-3	Rate per day 4 & over
<2,501kg	per calendar day or part thereof	\$32.68	\$24.51
2,501-4,000kg	Per calendar day or part thereof	\$76.25	\$57.22
4,001-5,700kg	per calendar day or part thereof	\$123.45	\$92.59
5,701-15,000kg	Per MTOW tonne per calendar day or part thereof	\$27.13	\$20.35

Light Commercial Aircraft (LCA) charges		
Aircraft MTOW	Basis of charge	Rate
<2,501kg	per calendar day or part thereof	\$42.49
2,501-4,000kg	per calendar day or part thereof	\$99.13

4,001-5,700kg	per calendar day or part thereof	\$160.54
5,701-15,000kg	per MTOW tonne per calendar day or part thereof	\$35.30

If a Light Recreational Aircraft or a Light Commercial Aircraft parks at the Other Apron, the following additional charges will apply:

Other Apron charge	
Basis of charge	Rate
per MTOW tonne per calendar day or part thereof	\$67.28

1 JULY 2020 – 30 JUNE 2021 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) charges			
Aircraft MTOW	Basis of charge	Rate per day 1-3	Rate per day 4 & over
<2,501kg	per calendar day or part thereof	\$31.57	\$23.68
2,501-4,000kg	Per calendar day or part thereof	\$73.67	\$55.29
4,001-5,700kg	per calendar day or part thereof	\$119.28	\$89.46
5,701-15,000kg	Per MTOW tonne per calendar day or part thereof	\$26.21	\$19.66

Light Commercial Aircraft (LCA) charges		
Aircraft MTOW	Basis of charge	Rate
<2,501kg	per calendar day or part thereof	\$41.06
2,501-4,000kg	per calendar day or part thereof	\$95.79
4,001-5,700kg	per calendar day or part thereof	\$155.11
5,701-15,000kg	per MTOW tonne per calendar day or part thereof	\$34.10

If a Light Recreational Aircraft or a Light Commercial Aircraft parks at the Other Apron, the following additional charges will apply:

Other Apron charge	
Basis of charge	Rate
per MTOW tonne per calendar day or part thereof	\$65.00

PART 2 – CHARGES FOR PERMIT HOLDERS

Note: if you wish to apply for an annual permit visit canberraairport.com.au for more information.

LRA or LCA Annual Permits – Grass rates apply to aircraft <2,501kg parked in hangars at Canberra Airport.

Rates on application to mail@avdata.com.au for LRA or LCA Annual Permits for aircraft >2,501kg up to 15,000kg parked in hangars at Canberra Airport.

1 JULY 2021 – 30 JUNE 2022 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) Charges - Annual Permits - Grass		
Aircraft MTOW	Basis of charge	Rate
<2,501kg	per MTOW tonne per annum	\$3,026.71

Light Recreational Aircraft (LRA) Charges - Annual Permits - Apron		
Aircraft MTOW	Basis of charge	Rate
Up to 15,000kg	per MTOW tonne per annum	\$5,296.75

Light Commercial Aircraft (LCA) Charges - Annual Permits - Grass		
Aircraft MTOW	Basis of charge	Rate
<2,501kg	per MTOW tonne per annum	\$3,934.71

Light Commercial Aircraft (LCA) Charges - Annual Permits - Apron		
Aircraft MTOW	Basis of charge	Rate
Up to 15,000kg	Per MTOW tonne per annum	\$6,885.81

1 JULY 2020 – 30 JUNE 2021 (GST EXCLUSIVE)

Light Recreational Aircraft (LRA) Charges - Annual Permits - Grass		
Aircraft MTOW	Basis of charge	Rate
<2,501kg	per MTOW tonne per annum	\$2,924.36

Light Recreational Aircraft (LRA) Charges - Annual Permits - Apron		
Aircraft MTOW	Basis of charge	Rate
Up to 15,000kg	per MTOW tonne per annum	\$5,117.63

Light Commercial Aircraft (LCA) Charges - Annual Permits - Grass		
Aircraft MTOW	Basis of charge	Rate
<2,501kg	per MTOW tonne per annum	\$3,801.65

Light Commercial Aircraft (LCA) Charges - Annual Permits - Apron		
Aircraft MTOW	Basis of charge	Rate
Up to 15,000kg	Per MTOW tonne per annum	\$6,652.96

SCHEDULE 3: MILITARY AND VIP AIRCRAFT

LANDING FEES AND PARKING CHARGES:

Please contact Canberra Airport on

+61 2 6275 2222 or

commercial@canberraairport.com.au

for further information on these fees and charges.

SCHEDULE 4: MOVING AIRCRAFT

- 1.1 If **we** are required to move or remove **your aircraft** for any reason, **we** will give **you** as much notice as **we** reasonably can in the circumstances:
- (a) that **we** intend to move or remove **your aircraft**;
 - (b) of the proposed location to which **your aircraft** is to be moved or removed;
 - (c) of the means by which **we** intend to move or remove **your aircraft**; and
 - (d) of what **you** must do to recover **your aircraft**.
- 1.2 If **we** can't give **you** advance notice, **we** will notify **you** as soon as **we** can after **we** have moved or removed **your aircraft**:
- (a) that **we** have moved or removed **your aircraft**;
 - (b) of its location; and
 - (c) of what **you** must do to recover **your aircraft**.

SCHEDULE 5: SALE OF THE PROPERTY

- 1.1 If **we** exercise **our** power of sale under these conditions, **we** may sell or agree to sell **your aircraft** (and any of its parts or accessories) or other property of **yours** on such terms and conditions **we** think fit. They will include but not be 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.
- 1.2 **We** may engage anyone in connection with the sale of **your aircraft** or any other property as **we** see fit.
- 1.3 **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.
- 1.4 **We** may do anything to complete any sale which **we** consider desirable and set aside from the proceeds of sale any amount which **we** consider desirable to meet future claims until the possibility of claims being made has ended.
- 1.5 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 **your aircraft** (and any of its parts or accessories) or other property of **yours** at the **Airport**.
- 1.6 **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 **Charges**;
 - (c) if there remains any surplus, to **you** or anyone else entitled to it.
- 1.7 If the proceeds of sale are less than the amount **you** owe **us**, the outstanding balance remains owing by **you** to **us** according to these conditions, and all of **our** rights against **you** remain unaffected.
- 1.8 No one dealing with **us** on a sale of any aircraft (or any of its parts or accessories) or other property of **yours** under these conditions is bound to inquire what **our** rights and powers to deal in that way are or whether those rights or powers have been properly or regularly exercised. If **we** have exercised those rights or powers improperly or irregularly no one (other than us) is affected and the sale to them is valid.

SCHEDULE 6: CONTACTS

SCHEDULE 6: CONTACTS

**Airport Address: Capital Airport Group Pty Limited
Level 4, 21 Terminal Avenue
Plaza Offices – West
Canberra Airport
ACT 2609**

For queries concerning:

Conditions and the Charges Contact Head of Aviation **+61 2 6275 2222**
or
companysecretary@canberraairport.com.au

Accounts and invoices Contact Accounts Receivable **+61 2 6275 2222**
or
Accounts@canberraairport.com.au

Use of the aprons, safety and security Contact Airport Operations **+61 2 6275 2222**
or
airportoperations@canberraairport.com.au

Version Register

Version number	Effective date
1.0	July 2018
1.1	May 2019
1.2	June 2020
1.3	1 July 2021