Conditions of Use

Baralaba Aerodrome

Moura Aerodrome

Taroom Aerodrome

Taroom Airstrip

Thangool Aerodrome

Theodore Aerodrome

Effective **1 July 2017**

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1. GENERAL

1.1 The following aerodromes are owned and operated by Banana Shire Council (BSC) and are hereinafter referred to as the "Aerodromes':

- Baralaba Aerodrome
- Moura Aerodrome
- Taroom Aerodrome
- Taroom Airstrip
- Thangool Aerodrome
- Theodore Aerodrome

1.2 These Conditions of Use set out the process through which BSC will charge aircraft operators and common users accessing and/or using the Aerodromes; landing and other fees and charges; and BSC's rights and remedies for the recovery of these fees.

1.3 These Conditions of Use should be read in conjunction with Banana Shire Council's Local Law No. 9 (Public Aerodromes) 2011, Local Law No. 1 (Administration) 2011 and Policy – Aerodrome Use and Fees and Charges – All Aerodromes.

1.4 These are the conditions under which you use our facilities and services at the Aerodrome. If you use any of those facilities and services you accept these conditions.

1.5 These conditions take effect from 1 July 2016 and are current until BSC changes, replaces or waives them. All previous Conditions of Use cease to have effect from 1 July 2016.

1.6 Subject to any contrary requirement under any Legislation, BSC may, subject to *Clause 5 Overdue Payments*, change, replace or waive any of these conditions at any time on giving you written notice.

1.7 Terms and abbreviations used in this document and the attached schedules are defined in *Schedule 1 Definitions and Abbreviations*.

1.8 Aerodrome Management can be contacted by any of the following means:

(a) Mail to:-
The Chief Executive Officer
Aerodrome Management
Banana Shire Council
PO Box 412
BILOELA QLD 4715

(b) Telephone: (07) 4992 9500

(c) Facsimile: (07) 4992 3493

(d) E-mail: aerodrome.manager@banana.qld.gov.au

1.9 Aerodrome Reporting Officers can be contacted on the following phone numbers:

Baralaba Aerodrome:	0447 446 603
Moura Aerodrome:	0407 377 247
Taroom Aerodrome:	0439 768 661
Thangool Aerodrome:	0407 620 351
Theodore Aerodrome:	0408 199 247

2. AERODROME FACILITIES AND SERVICES

2.1 Any person using our Facilities and Services at the Aerodrome must comply with:

a) this Conditions of Use document;
b) the operational requirements of the Aerodrome as published in ERSA and NOTAMs;
c) Civil Aviation Safety Authority and Airservices Australia rules and regulations;
d) security rules and regulations issued by the Office of Transport Security and / or other law enforcement authorities;
e) the Aerodrome Manual;
f) the Aerodrome Transport Security Program (TSP);
g) the Aerodrome Emergency Plan (AEP);
h) the Aerodrome Safety Management System (SMS);
i) The Aerodrome Drug and Alcohol Management Plan (DAMP)
j) safety and security directions notified by Aerodrome Management;
k) environmental and safety directions notified by Aerodrome Management including but not limited to engine ground running, bird and wildlife hazard management and fuel / oil spill management;
l) the requirement to obtain and observe the relevant operator licences issued by Aerodrome Management, including, but not limited to, airside vehicle permits, airside driving licences, Aviation Security Identification Cards (ASIC) and Visitor Identification Cards (VIC);
m) all applicable laws and regulations.

2.2 You accept that:

a) access to our Facilities and Services is subject to the demands of other users of the Aerodrome;
b) use of the Aerodrome may be constrained by Legislation; and
c) BSC is not responsible for the security of aircraft or your property and is not liable for damage or theft.

2.3 You must not do anything which puts BSC in breach of any Legislation.

2.4 Aviation Services Not Provided. The Aerodrome does not currently provide the following services:

a) terminal navigation services; or
b) rescue and fire fighting services; or
c) en-route services; or
d) meteorological services; or
e) ground handling services; or
f) engineering services.

3. FEES & CHARGES

3.1 BSC is the owner and manager of the Aerodrome and is entitled to impose fees and charges for each and every right of use of the Aerodrome~~s~~ pursuant to Section 8 of Local Law No. 9 on the terms and conditions contained herein.

3.2 You must pay BSC charges for using our Facilities and Services at the Aerodrome.

3.3 BSC determines, reviews and approves all fees and charges for the Aerodrome. Charges are reviewed annually (prior to the commencement of each new financial year) and charges are notified through Council's publications, website and via other means as appropriate.

3.4 BSC may utilise the services of a third party landing fee management contractor (e.g. Avdata, etc) to carry out the recording, billing and reconciliation of landing fees activities on behalf of the Aerodrome.

3.5 The amount of charges you must pay will be calculated in accordance with *Schedule 2 Fees and Charges* attached to these Conditions of Use.

3.6 By using our Facilities and Services you agree to the charges applicable at the time of use.

3.7 The charges are payable in Australian dollars only, unless by prior arrangement with Aerodrome Management.

3.8 From time to time, BSC will send invoices to you for payment. You are required to provide BSC the address, name, contact details and ABN where applicable.

3.9 You must pay the charges detailed in each invoice, within the period indicated on the invoice and by a payment method acceptable to BSC or the third party tasked with carrying out this activity on our behalf as described in Clause 3.3.

4. LANDING FEE DISCOUNTS OR WAIVERS

4.1 All applications for landing fee discounts or waivers must be provided in writing and given to BSC 72 hours prior to Aerodrome usage.

4.2 BSC will consider providing discounts or waivers for the landing fees at the Aerodrome to aircraft operators providing their services for the benefit of the community. Each request for a discount or waiver will be considered on a case by case basis.

4.3 Discounts or fee waivers will only be considered if the Aircraft Operator can demonstrate to the Aerodrome Management that it has provided its services to the Banana Shire community as a goodwill measure. This includes providing its services to the community at heavily discounted rates or for free. An Operator must furnish evidence of the discount it has provided in delivering a community service.

4.4 Not for profit status aircraft operators are not entitled to any discount or waiver unless they satisfy the criteria described in Clause 4.2 of these Conditions of Use.

4.5 An Aircraft Operator engaged on emergency services type work (e.g. aerial fire bombing, maritime search and rescue, etc) will be charged the published aviation charges, unless it satisfies the criteria described in Clause 4.2 of these Conditions of Use.

5. OVERDUE PAYMENTS

5.1 If you do not pay the charges described in *Clause 3 Fees & Charges* within the prescribed period (indicated on the invoice), the normal BSC debt management and recovery processes will apply. BSC may also do any one or more of the following:

(a) charge you interest from the date the charges became payable, calculated daily at the Interest Rate, capitalising on the first day of each month;
(b) charge for all costs in relation to debt recovery;
(c) refuse to allow any or all of your Aircraft to use our Facilities and Services at all BSC Aerodromes;
(d) use any reasonable means to detain any of your Aircraft until you have paid all due charges, interest and any other costs related to these charges;
(e) issue a notice directing that you remove any or all of your Aircraft from our Aerodrome and if you fail to comply with our notice within 21 days of us issuing the notice, BSC may:

- remove your Aircraft from our Aerodrome and add the costs associated to the amount owing by you to us; or
- deem the Aircraft to have been abandoned and may treat the title to the Aircraft as having been irrevocably transferred to BSC; and/or
- commence proceedings against you for all monies due and payable.

5.2 For the removal of doubt, the remedies specified in this clause 5 are not exhaustive and do not operate so as to limit our remedies in the event of a breach by you of this clause 5. BSC reserves its rights entirely in relation to any other remedial action afforded to BSC by law.

5.3 Unless BSC gives you written consent, you are not entitled to make any set-off against, or deduction in relation to, the charges for using our Facilities and Services.

5.4 Aircraft Detention

Should any Aircraft, its parts and accessories of the Aircraft Operator be at the Aerodrome, BSC shall have the right to detain the Aircraft while any Charges due to BSC remain unpaid. The right of detention applies to either:

a) the Aircraft, its parts and accessories in respect of which the Charges were incurred (whether or not they were incurred by the person who is the owner or Operator at the time when the right of detention is exercised); or
b) Any other Aircraft, its parts and accessories of which the person in default is the owner or Operator at the time when the detention begins.

If the Charges are not paid within 30 days of the date when the detention begins BSC may, in any way it thinks fit, sell, remove or otherwise dispose of the Aircraft, and any of its parts and accessories, in order to satisfy the Charges.

This right of detention is not lost because the Aircraft has departed from the Aerodrome.

The right of detention conferred by this document continues and is exercisable by BSC at any time when the Aircraft is at the Aerodrome.

The exercise by BSC of this right of detention is not to be and shall not be deemed to be a refusal to give Access to the Aerodrome.

6. COMPLIANCE WITH CONDITIONS

6.1 If you do not comply with these conditions, in addition to our rights pursuant to *Clause 5 Overdue Payments* and subject to our legal obligations, BSC may provide you with 14 days' written notice requiring compliance.

6.2 If you do not comply with any safety or security requirements, BSC may give you notice to comply immediately.

6.3 BSC may stop you from using our Facilities and Services at all the Aerodrome if you do not comply with a notice.

7. MOVING AIRCRAFT

7.1 BSC may direct that you:

a) move your Aircraft to another position at the Aerodrome; or
b) remove your Aircraft from the Aerodrome, at your cost and within a specified time, being a period that BSC considers, in all the circumstances, to be reasonable.

7.2 If you do not comply with our direction within the time specified by that direction, and provided that BSC has made all reasonable attempts to contact you, BSC may move or remove the Aircraft and:

a) you must pay our reasonable costs of having the Aircraft moved or removed and any costs incurred by us as a result of having the Aircraft moved or removed; and
b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with our direction.

8. AERODROME CLOSED OR SERVICES UNAVAILABLE

8.1 BSC will endeavour to keep our Facilities and Services at the Aerodrome available for you to use, subject to any reasonable requirements BSC may have for operational purposes, maintenance and new development, or any events beyond our reasonable control.

8.2 If reasonably possible, BSC will notify you before BSC makes any Facilities and Services at the Aerodromes unavailable. This is subject to Clauses 2.3 and 9.2.

8.3 If, at any time, safety or operational requirements demand that any of our Facilities and Services at the Aerodrome be made wholly or partly unavailable for use by you, BSC will use our reasonable endeavours to identify alternative facilities and services which might be available for use by you, but the use of such alternative facilities or services shall be at your sole discretion. You acknowledge that, in endeavouring to find alternative facilities and services for you, BSC will need to balance the needs of all affected parties so far as BSC reasonably can.

8.4 You also acknowledge that any alternative facilities or services may only be provided where they comply with the relevant legislation and standards.

9. EXCLUSION OF LIABILITY AND INDEMNITY

9.1 Exclusion of Liability

Neither BSC nor its servants, agents or contractors shall be in any way be liable for loss of or damage to the Aircraft, its parts or accessories or any property contained in the Aircraft:

a) Occurring while the Aircraft is at the Aerodrome or is in the course of landing at or taking-off from the Aerodrome, or being removed or dealt with elsewhere; and/or
b) Arising or resulting directly or indirectly from any act, omission, neglect or default on the part of BSC and/or its servants agents and contractors, unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result.

9.2 Indemnity

In addition to the above the Aircraft Operator agrees to indemnify and keep indemnified BSC, its servants, agents and contractors, from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:

a) Loss of or damage to any property; or
b) Injury or death to any person, caused by:
   i. An act, negligence or default of the Aircraft Operator or of its customers, servants agents or contractors; or
   ii. Some danger created by the Aircraft Operator or of its customers, servants, agents or contractors (whether or not the existence of that danger was or ought to have been known to the Aircraft Operator or of its customers, servants, agents or contractors); or
   iii. The operation or storage of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee or agent of BSC);
   iv. Any other act or thing other than the negligence or default of BSC which may arise

from or in relation to the Access and/or use of the Aerodrome by the Aircraft Operator or of its customers, servants, agents or contractors.

10. RELEASE AND WARRANTY

10.1 General Release

The Aircraft Operator and its customers, servants, agents or contractors hereby releases and forever discharges BSC, its servants, agents and contractors, from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:

a) Loss of or damage to any property; or
b) Injury or death to any person,

Which the Aircraft Operator or its customers, servants, agents or contractors or any person claiming through the Aircraft Operator or its customers, servants, agents or contractors or under statute or otherwise now has or at any time hereafter and at all times but for the application and/or execution of this Document might have had against BSC, its servants, agents and contractors, caused by:

a) An act, negligence or default of the Aircraft Operator or its customers, servants, agents or contractors; or
b) Any danger created by the Aircraft Operator or its customers, servants, agents or contractors (whether or not the existence of that danger was or ought to have been known to the Aircraft Operator or its customers, servants, agents or contractors); or
c) The operation of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee or agent of BSC);
d) Any other act or thing other than the negligence or default of BSC which may arise from or in relation to the Access.

10.2 Release of Warranty

To the fullest extent allowed by law, BSC excludes all warranties or representations in connection with the Access and/or use of the Aerodrome. If BSC has any liability for breach of any non-excludable condition or warranty implied under any Legislation in connection with any goods or services provided by it then, to the fullest extent allowed by law, BSC's 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 or 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.

11. INSURANCE

11.1 You must at all times have a policy of insurance for at least $20,000,000 (or such other amount as BSC may notify to you from time to time) insuring against all claims which may be brought against either you or us for personal injury (including death) and/or damage to property arising out of the use of an Aircraft or other plant and equipment used by you or any other party you authorise to operate on your behalf at the Aerodrome.

11.2 Your insurance must be valid for use in landside and airside areas at the Aerodrome.

11.3 You must at all times when required by us produce evidence showing that the insurance is in force for the sum notified under this Clause 11.1.

11.4 If you fail to insure as required by this clause BSC may deny your Aircraft or other plant and equipment used by you or any other party you authorise to operate on your behalf at the Aerodrome.

11.5 The sum insured as stated in Clause 11.1 or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance which BSC require you to maintain.

11.6 You must immediately notify BSC of any cancellation or change in your insurance details.

12. EXCLUSION OF WARRANTIES AND CONDITIONS

12.1 BSC does not make any representation or warranty in connection with the use of the Aerodrome and all implied warranties and conditions are excluded to the extent permitted by law.

12.2 Any warranty or condition implied under any Legislation in connection with any services BSC provides is excluded, to the extent permitted by law.
If a warranty or condition cannot be excluded, BSC's 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.

13. PRIVACY

13.1 BSC will comply with the Information Privacy Act 2009 (Qld) in respect of all Personal Information collected under the Conditions of Use.

13.2 BSC may disclose the personal information collection under these Conditions of Use for any reason permitted by the Information Privacy Act 2009. (Qld)

13.3 The Aircraft Operator acknowledges and agrees that BSC may collect from the operator information that is relevant to administration and operation of the Aerodromes.

13.4 BSC may use the information related to purposes described in clause 15.2 which may include, but is not limited to , research by on or behalf of BSC, statistical analysis by or on behalf of BSC, and promotion of the services offered by BSC to third parties including but not limited to tenants, occupiers and users of the Aerodrome.

14. GOVERNING LAW

14.1 These conditions are governed by the law of Queensland and Federal Law where it applies to aerodromes.

SCHEDULE 1. DEFINITIONS AND ABBREVIATIONS

Access - entering or coming on to the Aerodrome property in any manner and by any means whatsoever.

Aerodrome - the physical site known as the Aerodrome and all adjacent lands and roads leased, operated or controlled by BSC;

Aerodrome Emergency Plan (AEP) – means the emergency plan developed by the Aerodrome to co-ordinate all agencies (and their individual Aerodrome emergency procedures) when dealing with an Aerodrome emergency;

Aerodrome Facilities - the buildings, water and electrical services, ramp or apron areas, plant, fixed equipment and other fixed items located at the Aerodrome and leased, owned, operated, controlled by BSC;

Aerodrome Management - has the same meaning as the term "Aerodrome Manager";

Aerodrome Manager – the person responsible for the management of Aerodromes or their nominee as delegated by the Chief Executive Officer of BSC;

Aerodrome Manual – the manual detailing the safety requirements necessary for the licensing of Aerodrome pursuant to the Civil Aviation Regulations, Part 139;

Aerodrome Reporting Officer (ARO*)-*the person holding that position for the Aerodrome;

Aeronautical Charges – has the same meaning as the term "Aviation Charges";

Aeronautical Services – has the same meaning as the term "Aviation Services";

Aircraft –includes fixed wing Aircraft, helicopters, balloons, powered or unpowered and, their parts and accessories, equipment and stores;

Aircraft Operator – the person whose name appears on the Aircraft Register as the operator of the Aircraft, the holder of the Certificate of Registration with respect to the Aircraft or any person who, with the authority of the holder of the Certificate of Registration for the Aircraft and the written acceptance of BSC, operates that Aircraft when it arrives at or departs from the Aerodrome as the case may be;

Aircraft Owner – that person named on the Certificate of Registration;

Aircraft Register – the register of Australian Aircraft established pursuant to Regulation 8 of the Civil Aviation Regulations (CAR);

Airport - has the same meaning as the term "Aerodrome";

Airside – the movement area of an aerodrome, adjacent terrain and buildings or portions thereof, access to which is controlled as described in Annex 17 to the Convention of International Civil Aviation;

Air Transport – a Flight carried out for hire or reward including any Regular Public Transport Operation, any other domestic scheduled flight operated in according to a published timetable where the air service is offered to the public whether fully loaded, partially loaded or empty and any Flight where the air service is contracted to another person to provide but does not include empty charter positioning flights;

Aviation Charges – the charges set out in Schedule 2 of this document;

Aviation Services – Facilities and Services means our aircraft movement, parking and passenger processing facilities and services;

BSC – means Banana Shire Council, the owner and operator of the Aerodrome.
Address; 62 Valentine Plains Road, Biloela, Queensland, Australia. ABN 85 946 116 646;

Baggage Handling System (BHS) – refers to the baggage handling system and associated services that transports baggage from the check-in counters to the make-up laterals. It also refers to the arrivals baggage system and associated services that transport baggage to arriving passengers. It also refers to the physical handling of aircraft / passenger baggage at any time.

Checked Baggage Screening (CBS) – an aviation infrastructure charge associated with Australian Federal Government mandated security screening of all departing passenger checked baggage. This applies to departing domestic and international services that require CBS.

CBS Infrastructure – this is the equipment provided by the Aerodrome to facilitate the CBS activity and includes X-Ray equipment, building modifications and associated baggage handling system improvements.

Charges – collectively the charges for the use of Aviation Services (Aviation Charges) and for the use of Government Mandated Services (Government Mandated Charges);

Charter Operations – air service operations where either the Aircraft is used for the carriage of passengers and/or cargo but not conducted in accordance with fixed schedules or the air service operation is not available to the general public on a regular basis;

Common User Charge (CUC) – is an aviation infrastructure charge. It encompasses the baggage handling system, baggage reclaim carousels, the baggage make-up and break-down areas, the check-in counters, the departure gates and counters, the security screening point, the checked baggage screening area, sterile departure lounge, passenger queuing areas, the FIDS, the Public Address System, all associated services (including electrical, standby power supply, mechanical, structural, hydraulic, data / voice cabling and IT infrastructure) and including outgoings such as power, air-conditioning and cleaning of those areas.

Common User Facilities, or Terminal Common User Facilities –*the facilities referred to in the definition-Common User Charge, and any additional facilities at the Aerodrome provided for the use of customers or patrons of the Aerodrome.*

Conditions of Use – the Conditions of Use, upon which Aerodrome Management provides services at the Aerodrome and charges for those Services;

Consumer Price Index (CPI) – the Consumer Price Index (All Groups) for Brisbane published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorised by the Commonwealth of Australia to do so;

CUTE – Common User Terminal Equipment;

Domestic Operations – operations that are not International Operations;

Domestic Passenger – a person travelling on the Aircraft Operator's aircraft engaged in Domestic Operations (excluding infants, Operating Crew and Positioning Crew but including Transfer Passengers, and Transit Passengers) arriving at or departing from Aerodrome.

Flight Information Display System (FIDS) – is an electronic messaging system that displays airline flight information (e.g. arrival and departure times, gates, etc);

Fixed Base Operator (FBO) – an Aircraft Operator who lease either sites and/or buildings from BSC;

Force Majeure Event *–an event of irresistible force or effect :*

(1) that occurs by chance; and
(2) that the party it impacts could not have avoided by the exercise of reasonable care.

Foreign Aircraft – an aircraft registered on a national register of aircraft other than the Aircraft register;

Freighter – an Aircraft on which no fare paying passenger is carried and is configured only to carry cargo;

General Aviation (GA) – all Civil Aviation Operations other than Regular Public Transport operations (RPT);

Government Mandated Costs – costs associated with the provision of a Government Mandated Service to an aircraft operator;

Ground Handling Services – means the provision of some or all of the following services, usually by an airline or its nominated ground handling agent:
(a) passenger check-in;
(b) baggage handling;
(c) aircraft cleaning and catering;
(d) aircraft maintenance;
(e) aircraft engineering.

Ground Handling Agent – means any person or company appointed by the Aircraft Operator to perform ground handling services for that airline or an Aircraft Operator who performs ground handling services for itself on an Aerodrome;

International Operations – operations by an Aircraft Operator that involve departure from a point outside Australia or arrival at a point outside Australia of an Aircraft Operator's Aircraft;

Interest Rate – the annual rate of interest as prescribed by BSC from time to time;

International Passenger – means a person travelling on the Aircraft Operator's aircraft engaged in International Operations (excluding Operating Crew and Positioning Crew) arriving or departing from the Aerodrome;

Legislation - all Commonwealth and State Acts of parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions from any government or statutory bodies relevant to Aerodrome and/or any access or use of the Aerodrome.

Landside – that portion of an Aerodrome not designated as Airside and to which the general public normally has free (unescorted) access;

Landing Fee – the fee levied to the Aircraft Operator on a per tonne basis, calculated on the published MTOW of the aircraft. This fee is commonly referred to as MTOW;

Maximum Take-Off weight (MTOW) – the maximum take-off weight as defined in the certificate of airworthiness or flight manual of the operating Aircraft;

NOTAM – means Notice to Airmen and published in accordance with the Aerodrome Manual;

Operating Crew – Aircraft Operators' employees operating as flight or cabin crew on arriving or departing aircraft at the Aerodrome;

Operator - a person, organisation or enterprise by whom, or on whose behalf, an aircraft is operated at or otherwise uses the Aerodrome.

Passengers - Terminal Passengers, Transfer Passengers and Transit Passengers of RPT Operators;

Passenger Service Charge (PSC) – is the charge for use of the terminal building facilities and services incurred in the processing of domestic, international, military and other passengers.

Positioning Crew – Aircraft Operators' flight and cabin crew, other than Operating Crew, arriving into or departing from Aerodrome on company duty travel for the purposes of positioning for, or returning from, crewing duties;

Regular Public Transport (RPT) Operations – the operation of an aircraft for the purpose of an air service that:
(a) is provided for a fee payable by persons using the service; and
(b) is conducted in accordance with fixed schedules to or from fixed terminals over specific routes; and
(c) is available to the general public on a regular basis.

RPT Operator – means a person/company undertaking Regular Public transport Operations;

Route – any route from the Aerodrome to or from a first or Final Destination Aerodrome;

Schedule of Fees and Charges - The schedule of fees and charges, as described in this document and determined by BSC from time to time and notified to the aircraft operators.

Terminal Passenger – a Passenger joining or leaving an Aircraft at the Aerodrome;

Transfer Passenger – a Passenger identified by Handling Agents who arrives at the Aerodrome by one Aircraft and departs the Aerodrome on another Aircraft and is treated as a Terminal Passenger;

Transit Passenger – a Passenger who arrives in and departs from the Aerodrome on the same Aircraft or an aircraft with the same flight number;

Transport Security Program (TSP) – the aviation security program that details the measures adopted by Aerodrome Management to safeguard civil aviation against acts of unlawful interference;

Use of the Aerodrome – the use by an Aircraft of Aerodrome services and/or facilities and includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers and/or cargo;

Vehicle Operator – the registered owner of a motor vehicle accessing the Aerodrome, or any person driving that vehicle with the consent or authority of the registered owner;

You, the Operator, AOC Holder, Aircraft Owner, Aircraft Operator, Certificate of Registration Holder, or lessee - the owner or operator of an aircraft (and/or registered with CASA and RAAA aircraft registers) at the time BSC services and facilities that are used.

YBAB – Baralaba Aerodrome (known as Lot 1 on SP131479).

YMOU – Moura Aerodrome (known as Lot 115 on SP118427).

YTAM – Taroom Aerodrome (known as Lot 49 on FT626).

Taroom Airstrip has no designation (known as Lot 2 on RP156607).

YTNG – Thangool Aerodrome (known as Lot 258 on RP620756).

YTDR – Theodore Aerodrome (known as Lot 511 on DW395).

SCHEDULE 2. FEES & CHARGES FOR 2017 TO 2018

Aviation Charges for Aerodromes in Banana Shire

Description Charge Rate FY 2017/18	***Unit***	***Fee (Incl. GST)***
BSC is the owner and manager of the Aerodrome and is entitled to impose fees and charges for each and every right of use of the Aerodrome pursuant to Section 8 of Local Law No.9 on the terms and conditions herein contained.		
Passenger Service Charges (PSC)		
a) RPT Operations - All Passengers	*Each*	*$18.00*
b) Charter or Other Aircraft – Unless commercial in-confidence arrangements apply	*Each*	*$18.00*
c) RPT Operations – Fly Corporate – Thangool Only – 01/02/2017 to 31/07/2017	*Each*	*$10.00*
d) RPT Operations – Fly Corporate – Thangool Only – 01/08/2017 to 31/01/2018	*Each*	*$15.00*
e) RPT Operations – Fly Corporate – Thangool Only – 01/02/2018 to 30/06/2018	*Each*	*$18.00*
Per Arriving or Departing Passenger		
Aircraft Landing Charges (fixed and rotary wing aircraft)		
a) Resident Aircraft (fixed and rotary wing) less than 1500 kg MTOW (Registered with BSC and stationed within Banana Shire, excluding hangar aircraft)	*Per year*	***Nil***
a) Civilian Aircraft less than 4,000 kg MTOW (Non-Resident Aircraft and Resident Aircraft greater than 1500 kg MTOW)	*Per 1000kg based on published aircraft MTOW*	***$5.80***
b) Civilian Aircraft less than 20,000kg but greater than 4,000kg MTOW	*Per 1000kg based on published aircraft MTOW*	***$10.80***
c) Civilian Aircraft greater than 20,000kg MTOW (subject to pavement concession)	*Per 1000kg based on published aircraft MTOW*	***$15.80***
d) RPT Operations – Fly Corporate – Thangool Only – 01/02/2017 to 31/07/2017	*Per landing*	***$40.00***
e) RPT Operations – Fly Corporate – Thangool Only – 01/08/2017 to 31/01/2018	*Per landing*	***$70.00***
f) RPT Operations – Fly Corporate – Thangool Only – 01/02/2018 to 30/06/2018	*Per landing*	***$100.00***
g) Australian Military Aircraft MTOW of 1500kg or greater	*As per applicable exercise agreement*	

h) Touch and Go Operations *i. Aircraft less than1500kg* *ii. Aircraft 1500kg or over (six (6) circuits equals one standard landing fee)* *iii. Exempt aircraft – RFDS, Angel Flight, Emergency and Rescue aircraft and others as approved by BSC.*	*Per aircraft* *Per 1000kg based on published aircraft MTOW*	***No charge*** ***$2.00*** ***No charge***
i) Additional Landing Fee Charge for non payment of fees	*Per invoiced generated*	***$25.00 + charges outlined in Clause 5 of these Conditions of Use***
j) Helicopters	*As per fixed wing aircraft* ***100% of MTOW***	
Aircraft Parking Charges		
(a) RPT Apron - Aircraft parked in excess of 12 hrs	*Per 1000kg MTOW for every hour after 12hrs*	***After 12 hours - Base fee $16.00 + $1.25/hr***
(b) Tiedown Area Parking (GA only)	*Per hour*	***$0.50***
Freight Charge		
Goods discharged or loaded onto aircraft operating at the Aerodrome	*Per kg*	***$0.05***
Miscellaneous Charge		
(a) Airside Escort (Safety or Security) between 07:30hrs and 19:00hrs (local), 7 days per week	*per hour Minimum 1hr charge*	***$90.00***
(b) Airside Escort (Safety or Security) between 19:00hrs and 07:30hrs (local), 7 days per week	*per hour Minimum 4hr charge*	***Base fee $380.00 +$95.00/hr after 4 hours***
(c) Airside environmental clean-up - applicable to Aerodrome tenants/aircraft operators who do not complete a cleanup of fuel, oil or other material spills to the satisfaction of Aerodrome Management	*Per hour, plus materials and disposal of waste Minimum 1hr charge*	***$110.00***
Security Charge		
(a) Passenger Screening (Hand wand only). Contact ARO for further information.	*Per outbound passenger*	***$4.00***
(b) All other security activities	*Per hour*	***$90.00***
Commercial Fees (per Year)		
Airline Check-in lease	*Per counter*	***Based on commercial agreement***
BSC Hangar/shed lease	*Per site*	***$260.00***
Aviation Industry occupancy lease (non-commercial aviation activity)	*Per lot*	***$100.00***

Aviation Industry occupancy lease (commercial aviation activity)	*Per lot*	***$200.00***
Vending machine (Community interest group)	*Per vending unit, per week*	***$5.00***
Vending machine (Commercial group)	*Per vending unit, per week*	***$10.00***
Car Parking		
Public Car Parking (first 24 hours free) [not yet applicable]	*Per hour*	***$1.00***
Rental Car Parking	*Base fee / year*	***$260.00***
	Per bay/year	***$990.00***
Secured Car Parking (not yet available)	*Per hour*	***$1.00***
Authorised Area Car Parking commercial vehicles (first 24 hours free)(Emergency Vehicles free) [not yet available]	*Per hour*	***$1.00***
Car Wash (not yet available)	*Per 10 min*	***$2.00***
Hire Car Company – Non Compliance Fine	Per invoice generated	***$35.00 + $3.50 per day, per vehicle***
Advertising		
Static advertising external to terminal up to 2m² (Permanent sign)	*Per sign/yr*	***$220.00***
Static advertising external to terminal up to 2m² (Temporary sign< 12 months)	*Per sign*	***$116.00***
Static advertising external to terminal 2m² to 10m² (subject to BSC approvals)	*Per sign*	***Base fee $220.00 +$10/m²***
Information and advertising system (IAS) – Digital Display in Thangool Terminal	*Per 15 sec advert*	***$273/yr or $57/mth***
Other Fees & Charges		
Airside activities charge – ARO supervision	*Per hour*	***$90.00***

SCHEDULE 3. GENERAL TERMINAL SERVICES & CONDITIONS

3.1 TERMINAL COMMON USER SERVICES

Check-in Counters
The Counter you occupy will be in accordance with our allocation rules as specified and defined in our licence agreement.

The check-in Counter at the Aerodrome Terminal is equipped with a telephone and data communications connections.

Service Counters
The Service Counter you occupy will be in accordance with our allocation rules as specified and defined in our licence agreements with each operator.

The Service Counters at the Aerodrome have no designated equipment or telephone and data communications connections.

3.2 STATIC INFORMATION SYSTEMS CONDITIONS

Static Signage
Installation - Installation of static signage shall be performed by BSC at the cost of the applicant. The location of the sign will be determined by BSC in areas designated for static advertising.

Removal - Removal of static signage shall be performed by BSC at the cost of the applicant and returned to the owner.

Reinstatement of Fallen or Damaged Signs - Reinstatement of static signage shall be performed by BSC at the cost of the owner.

Any work relating to static signage shall be charged under BSC's Private Works Rates.

Signage erected at the Aerodromes shall comply with Council's policy 'Shire Aerodromes – Commercial Advertising Signage (Landside)'.

3.3 TERMINAL COMMON USER CONDITIONS

Repair and Maintenance
Your obligation is that you must pay us for any repairs to, and maintenance of, the Common User Facilities or any other property caused by the neglect, misuse or damage by you, your employees, agents and or contractors.

Our obligation is that BSC must repair and maintain the Terminal Common User Facilities at our own expense in circumstances other than set out in "Use of Our Equipment" below.

You are responsible for the conduct of your employees and agents. You must ensure they observe these Terminal Common User Conditions and the Conditions generally.

Use of Our Equipment
You must take proper care of our equipment and follow our reasonable directions for its use.

You must tell us immediately if any of our equipment is not working or has been damaged, BSC will repair our equipment as quickly as practicable. You must not allow any person except our employees, contractors or agents to repair our equipment.

You must give us reasonable access to inspect and to repair our equipment.

Handling agents
Where you have an agreement with a handling agent, the terms of that agreement must not be inconsistent with any of these Terminal Common User Conditions.

You must inform the handling agent of your obligations under these Terminal Common User Conditions.

3.4 TERMINAL CONDITIONS OF ENTRY

Persons entering the Terminal Building **must** comply with all legal requirements including the following –

a) Security Screening;
b) Unattended baggage or items;
c) CCTV monitoring;
d) No weapons ;
e) No Smoking ;
f) No animals – except for assistance guide dogs and those used for law enforcement ;
g) No bikes or similar riding vehicles;
h) No helmets ;and
i) Closing Times.

3.5 AIRCRAFT IDENTIFICATION

For the purposes of establishing liability for landing charges, a flight by an aircraft may be identified by documentation, which may include:

a) A flight strip summary used to compile records of movements of aircraft in relation to Aerodromes;
b) Messages extracted from the Aeronautical Telecommunication Network;
c) A flight plan submitted to Air Traffic Control;
d) Information supplied by the Civil Aviation Authority; or
e) Recordings of messages broadcast from the aircraft.

3.6 OPERATIONAL REQUIREMENTS - AIRCRAFT

Compliance with Laws, Rules and Regulations
Access and use of the Aerodrome is subject to compliance by the Aircraft Operator with:

a) Local flying restrictions including the requirements of the Civil Aviation Act 1988,the Civil Aviation Safety Regulations 1998, CAR 1988, Civil Aviation Orders, the Air Navigation Act 1920, the Air Navigation Regulations and AirServices Australia publications;
b) Aircraft must use call signs in accordance with AIP and in addition;
    - Formation flights: The formation flight leader must notify BSC in writing of the call signs of all aircraft involved in the formation flight;
    - All landings: All aircraft on every occasion are required to broadcast their intention to conduct either a full stop landing or a touch and go landing by a downwind call; and
    - Training Operations: Aircraft must comply with circuit training restrictions and other Notices as notified in ERSA;
c) Directives made by the Commonwealth Department of Infrastructure and Transport including but not limited to security of aerodrome and aircraft;
d) All future written agreements between BSC and the Aircraft Operator.

The Aircraft Operator or its servants must not do anything that is in breach of any Legislation when operating at the Aerodrome.

Notification
If required by BSC, the Aircraft Operator must advise BSC of all current details relating to its aircraft proposing to access and use the Aerodrome. Such details to be included are:
a) the name, address and contact details of the Aircraft Operator and registered owner;
b) make, type and MTOW of aircraft;
c) contact name in respect to an emergency or security issue; and
d) copies of certificates of currency for the Aircraft Operator's policies of insurance.

Prohibitions
If this document prohibits the Aircraft Operator from doing a prohibited act:
a) the Aircraft Operator must do everything necessary to ensure that the Aircraft Operator's employees, servants, agents and contractors do not do that act; and
b) the Aircraft Operator may not allow or cause any person to do that act.

3.7 OPERATIONAL REQUIREMENTS – AIRSIDE VEHICLES

Compliance with Laws, Rules and Regulations
Access and use of the Aerodrome is subject to compliance by the Vehicle Operator with:
a) Directives made by the Commonwealth Department of Infrastructure and Transport including but not limited to security of aerodrome and vehicles; and
b) All future written agreements between BSC and the Vehicle Operator.

The Vehicle Operator or its servants must not do anything that is in breach of any Legislation when operating at the Aerodrome.

Notification
If required by BSC, the Vehicle Operator must advise BSC of all current details relating to its vehicles proposing to access and use the Airside area of the Aerodrome. Such details to be included are:

a) any approval that the Vehicle Operator has for Airside access;
b) the name, address and contact details of the Vehicle Operator and the registered owner of the vehicle;
c) make, type and license number of the vehicle;
d) contact name in respect to an emergency or security issue; and
e) copies of certificates of currency for the Vehicle Operator's policies of insurance.

Prohibitions
If this document prohibits the Vehicle Operator from doing a prohibited act:
a) the Vehicle Operator must do everything necessary to ensure that the Vehicle Operator's employees, servants, agents and contractors do not do that act; and
b) the Vehicle Operator may not allow or cause any person to do that act.

3.8 REMEDIES

Refusal of Access
BSC may refuse access to and use of the Aerodrome to the Operator and all or any aircraft or vehicles of the Operator where the Operator and/or the Aircraft Operator or Vehicle Operator respectively fails to comply on time with all requirements and orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities and the Legislation.

Movement of Parked Aircraft or Vehicles

BSC may at any time order the Operator or the Aircraft Operator or Vehicle Operator respectively to either, move a parked aircraft or vehicle to another position or remove it from the Aerodrome. Failure to comply with the order within the period specified in it will result in an additional charge, being an amount equivalent to two (2) times the standard parking charges set out in the Schedule of Charges for every day or part of a day during which the aircraft or vehicle remains in position after the period specified in the order has expired.

In addition to the rights set out above BSC may move or have moved any aircraft or vehicle parked at the Aerodrome either:
(a) to another location within the Aerodrome; or
(b) from the Aerodrome to any location BSC deems appropriate.

Should any aircraft or vehicle be moved the Operator shall indemnify and keep indemnified BSC and its servants, agents and contractors from any damage caused to or by the aircraft or vehicle in any manner whatsoever.

In the event that the Operator fails to comply with any order to move an aircraft or vehicle within a specified period the Operator will be liable for all costs, damages and expenses as a result.

Aircraft or Vehicle Detention

Should any aircraft, its parts and accessories, or any vehicle, of the Operator be at the Aerodrome, BSC shall have the right to detain the aircraft or vehicle as a result of any breach of this policy. The right of detention applies to either:

(a) the aircraft or vehicle, its parts and accessories in respect of which the breach occurred (whether or not it was caused by the person who is the owner or operator at the time when the right of detention is exercised); or
(b) any other aircraft or vehicle, its parts and accessories of which the person in default is the owner or operator at the time when the detention begins.

If the breach is not remedied within 30 days of the date when the detention begins BSC may, in any way it thinks fit, sell, remove or otherwise dispose of the aircraft or vehicle, or any of its parts and accessories, in order to satisfy the breach.

This right of detention is not lost because the aircraft or vehicle has departed from the Aerodrome.

The right of detention conferred by this document continues and is exercisable by BSC at any time when the aircraft or vehicle is at the Aerodrome.

The exercise by BSC of this right of detention is not to be and shall not be deemed to be a refusal to give access to the Aerodrome.

3.8 OUTDOOR ADVERTISING AT AERODROMES

The public are able to make formal applications to Council for the installation of advertising signage at Shire Aerodromes. BSC will assess the application and if approved, the applicant will arrange for its installation.

The applicant will take responsibility for the content of the advertisement with regard to legality and appropriateness. BSC reserves the right to remove all or part of any advertisement deemed inappropriate. Should BSC receive complaints regarding advertising materials, the advertisement will be removed until the issue is resolved.

It will be the ongoing responsibility of the applicant to ensure that the sign remains in a safe condition.

The applicant will be required to sign BSC's Indemnify form prior to the establishment of their advertisement and hold sufficient public liability insurance.

BSC will remove any unauthorised advertising signage. Fines and cost reimbursement may apply at the expense of the sign owner.

The process for application and installation of advertising signs at Aerodromes is as follows:

(i) An operational works application and associated fee is to be lodged with BSC.
(ii) The request is to include a copy of the size and design of the sign (if a freestanding sign the design should also include an engineer's design of the footings for the posts) and a preferred location for the sign.
(iii) BSC will assess the suitability of the sign's design and the availability of the preferred location.
(iv) The design and proposed location of the sign shall be assessed for suitability in the below listed categories –

Design Category	**Assessment**
Freestanding Signage	
Content	The information content of the sign shall be assessed to ensure that it is not unsuitable or offensive.
Presentation	The presentation of the sign shall be assessed to ensure that it is in keeping with the image that has been established for the area.
Size / Height	The size and height of the sign shall be assessed to ensure that the sign shall not cause any type of hazard.
Footing Design	The footing design shall be assessed for its suitability and safety.
Location	The proposed location of the sign shall be assessed to ensure it's availability, that the sign will not present a safety hazard to traffic or pedestrians, that traffic signs are not obscured and that the sign is clear at least 1m from existing infrastructure.
Fence Attached Signage	
Content	The information content of the sign shall be assessed to ensure that it is not unsuitable or offensive.
Presentation	The presentation of the sign shall be assessed to ensure that it is in keeping with the image that has been established for the area.
Size	The size of the sign shall be assessed to ensure that the sign shall not cause a safety hazard.
Location	The proposed location of the sign shall be assessed to ensure its availability that the sign will not present a safety hazard to traffic or pedestrians and that traffic signs are not obscured.

(v) A written decision will be returned to the applicant.
(vi) The decision will include details of the exact location at which the sign will be erected and the annual fee for the sign.
(vii) Applicants will be required to sign BSC's Indemnity Form (Attachment 2) and provide BSC with a copy of their current Public Liability Insurance certificate in the sum of $10 million.

Assignment

(i) On receipt of the fee payments the applicant will be asked to contact the Aerodrome Reporting Officer and arrange a suitable time for the sign to be installed. The installation of the sign shall be the responsibility of the applicant.
(ii) Written advice of the date installation was completed shall be sent by the applicant. Confirmation provided by BSC to the applicant, noting that all sign maintenance shall be the responsibility of the applicant. (Note: the annual fee shall apply from the date of installation).

Non-Compliance

(i) Any failure on the part of the successful applicant to pay the annual fee shall result in the removal of the sign.
Re-instatement of any removed signs shall not proceed until the payment of all outstanding fees has been completed by the applicant and a full year's fee paid in advance. All work required for the re-instatement of any removed signs shall be performed at the expense of the applicant.

Signage Relocation or Removal

(i) BSC retains the right to direct the applicant to remove or relocate its sign at any time.
(ii) Removal or relocation of a sign shall be performed by the applicant at the cost of the applicant.

SCHEDULE 4. SPECIFIC TERMINAL SERVICES & CONDITIONS (THANGOOL AERODROME)

4.1 TERMINAL COMMON USER SERVICES

Check-in Counters
The Counter you occupy will be in accordance with our allocation rules as specified and defined in our licence agreement.

The check-in Counter at the Aerodrome Terminal is equipped with a PA system, telephone and data communications connections.

Service Counters
The Service Counter you occupy will be in accordance with our allocation rules as specified and defined in our licence agreements with each operator.

The Service Counters at the Aerodrome have no designated equipment or telephone and data communications connections.

Vending Machines/Units
All vending machines located at the Aerodromes will require BSC approval prior to installation. Requests are to be made in writing to BSC. Vending Machines will be limited to two (2) inside the terminal building. No external fixed vending machines will be permitted. The vending machine locations will be in accordance with our allocation rules as specified and defined in our licence agreements with each operator.

The Mobile/Portable Vending Unit you occupy will be in accordance with our allocation rules as specified and defined in our licence agreement.

4.2 ELECTRONIC AND STATIC INFORMATION SYSTEMS CONDITIONS

Information and Advertising System (IAS)
BSC provide an information and advertising display system including the central database and a display device in the public areas. Static advertising other than that of the BSC is not permitted in the public areas of the Aerodrome terminal.

Information
You must ensure that your information displayed on IAS is current and accurate.
The information on IAS is confidential information. You must not give any other agencies information on IAS to anyone else without our prior written consent other than information displayed in a public area.

Your warranty in relation to IAS information:
a) the necessary data to generate your logo and other material in IAS remains your property;
b) you warrant that you hold copyright in that logo and that your use of the logo and other material does not breach anyone else's copyright or other intellectual property right;
c) BSC must not give that logo to anyone else without your written consent.

Application for Digital Display Advertising
For a request to advertise inside the terminal building at Thangool Aerodrome, the applicant will submit a formal request in writing and will also submit the digital image proposed to be displayed. BSC will assess the application and image and if approved arrange for the image to be added to the digital presentation located inside the terminal.

The applicant will take responsibility for the content of the advertisement with regard to legality and appropriateness. BSC reserves the right to remove all or part of any advertisement deemed inappropriate. Should BSC receive complaints regarding advertising materials, the advertisement will be removed until the issue is resolved.

BSC will remove any unauthorised advertising signage inside the Aerodrome terminal. Fines and cost reimbursement may apply at the expense of the sign owner.

The process for application and installation of digital display advertising at the Aerodrome is as follows:

(i) A formal written request, including the length of time the advertising is to be displayed (1 year or by month), to be lodged with BSC.
(ii) The request is to include a digital image of the advertising the applicant wishes to be displayed.
(iii) BSC will assess the suitability of the image design and the availability of advertising slots in the digital display.
(iv) A written decision, including a schedule of fees, shall be returned to the applicant.
(v) On receipt of the fee payment the image shall be entered into the display and a written confirmation of the start and end date for the advertising period shall be sent to the applicant.
(vi) At the end of the advertising period BSC will remove the image from the digital display, unless, a written application for renewal has been received and approved.

Provision of additional aids

BSC may install additional IAS display panels to other areas nominated by you provided you pay an agreed amount to cover the cost of installing the connection and the cost of the display devices.

Public Address (PA) System

BSC will provide a PA system throughout the Aerodrome Terminal. You must comply with our reasonable directions concerning the use of the PA system.

You must act reasonably in the use of the PA system and, without limitation; you must restrict your announcements to whatever is operationally required.

4.3 RESERVE CAR PARKING

BSC offers reserve car parking for commercial hire companies to ensure availability of parking bays for use by the general public.

That the use of the Aerodrome's parking bays by commercial hire companies will be regulated as per the following procedure.

Application and Approval Process

(i) The applicant is to submit a written request to BSC stating the number of parking bays required.
(ii) BSC will assess the availability of allocated parking bays and make a decision for or against the application.
(iii) A written decision notice is to be returned to the applicant.
(iv) The successful applicant is also to be provided with:
    - a copy of this document;
    - a copy of BSC's policy '*Aerodrome Car Parks – Reserve Parking*';
    - a location map of the parking bays that have been assigned and
    - an invoice for the yearly fee for the number of bays allocated

    Note. The fee per bay can be found on the list of BSC's fees and charges which is reviewed annually.

Reservation Process

(i) Once a positive decision has been reached on an application, the assigned number of parking bays are to be clearly identified on site.

(ii) The location of the allocated bays shall be noted on a map of the Aerodrome car park and the map forwarded to the applicant with the decision notice.

Non-Compliance Process

(i) Monitoring of the Aerodrome car park to be performed daily by the ARO.

(ii) The ARO will note and advise BSC's Biloela office of any vehicle, owned by a hire company, parked outside of the allocated parking area, providing the name of the company, the registration number of the vehicle and the date and time of the non-compliance.

(iii) Written notice of this information is to be sent to the applicable company advising of:

- the requirement to remove the offending vehicle and
- the incurrence of a fine, accumulating daily, whilst the vehicle remains outside the companies allocated parking bays.

Note: The amount of the fine is outlined in BSC's Schedule of Fees and Charges.

(iv) Once the vehicle has been removed or an agreement has been reached between BSC and the company, an invoice is to be sent for the total period of the offence.

SCHEDULE 5. AERODROME INFORMATION

General Aviation
This section applies to fixed wing aircraft with a maximum take-off weight of 4,000 kilograms or less for Baralaba Aerodrome, 4,000 kilograms or less for Moura Aerodrome, 4,000 kilograms or less for Taroom Aerodrome, 4,000 kilograms or less for Taroom Airstrip, 4,000 kilograms or less for Thangool Aerodrome and 4,000 kilograms or less for Theodore Aerodrome .

Aircraft Operators operating aircraft at an Aerodrome can nominate to be in one of two categories - Resident Aircraft or Itinerant Aircraft. Aerodrome Management reserves the right to approve or disprove the category application. Aircraft Operators who do not nominate a category will be assumed to be operating an Itinerant Aircraft.

Resident Aircraft - A Resident Aircraft is one that is presumably based at an Aerodrome or another Aerodrome within Banana Shire, namely:

- Baralaba Aerodrome
- Moura Aerodrome
- Taroom Aerodrome
- Thangool Aerodrome
- Theodore Aerodrome

However Aircraft Operators operating aircraft based at another Aerodrome outside Banana Shire may elect for that aircraft to become a Resident Aircraft. Resident Aircraft pay an annual charge and receive benefits such as lower landing charges and lower parking charges.

Residency of aircraft at the Taroom Airstrip is not permitted.

Itinerant Aircraft - An Itinerant Aircraft is one that is based at another Aerodrome outside Banana Shire and only elects to use a Banana Shire Aerodrome occasionally. Itinerant Aircraft do not pay an annual charge, but pay higher landing and parking charges than Resident Aircraft.

Royal Flying Doctor Service (RFDS), Emergency & Rescue Service and Angel Flight Aircraft
The RFDS, Emergency & Rescue Service and Angel Flight aircraft are exempt from paying landing and parking charges.

Circuit Training Periods
Circuit Training Periods are periods throughout the day where aircraft receive a discount to undertake operations .These periods are determined by Aerodrome Management in its sole discretion. Advice regarding Circuit Training will be available on the Banana Shire Council's website www.banana.qld.gov.au under General Aviation.

Circuit Training Periods may be cancelled at any time at the sole discretion of Aerodrome Management.

Aircraft engaged in circuit training will be charged at one quarter of a normal landing charge for each circuit. If the number of circuits is not known then one normal landing charge will be applied.

All charges accrue from day to day and, unless otherwise agreed in writing by BSC, are payable to BSC within thirty (30) days of being invoiced.

Aircraft Parking
No aircraft parking may occur on the Terminal Apron without prior Aerodrome Management approval. No access is permitted to or across the Terminal Apron without Aerodrome Management approval.

Aircraft approved to park on the Terminal Apron are subject to the Aerodrome Bay Allocation Procedures, available by contacting the Aerodrome Reporting Officer during business hours as per clause 1.8.1.

Air Show Operations
Air shows may be held periodically at an Aerodrome.

During periods of an air show, a number of restrictions are imposed on flying and ground manoeuvring operations. These restrictions will be notified by NOTAM, and may include, but are not limited to the following:
• The closure of various taxiways;
• Restrictions on the availability of the runway;
• Restrictions on access to the Aerodrome;
• The parking of aircraft at the Aerodrome;
• The unavailability of some navigational aids; and
• The change to airspace.

Some Aircraft parked at the Aerodrome may need to be relocated to other parts of the Aerodrome, or another Aerodrome, during the air show period.

For more information regarding restrictions during an air show, please contact Aerodrome Management or the Aerodrome Reporting Officer.

Force Majeure Event

Non Performance
Non-performance by either BSC or an Aircraft Operator of any of their respective obligations in accordance with these Conditions of Use will be excused during the time and to the extent that performance is prevented wholly or in part, by a Force Majeure Event.

Notice of Effect of Force Majeure Event
The party claiming benefit of Section 3 “Fees and Charges” must:
a) promptly give written notice to the other party detailing the cause and extent of its inability to perform any of its obligations under these Conditions of Use and the likely duration of such non-performance; and
b) take all reasonable steps to remedy or abate the Force Majeure Event.

BSC will consider each case on its merits.

Performance to Resume
Performance of any obligation affected by Force Majeure Event must be resumed as soon as reasonably possible after the abatement of the Force Majeure Event.

No Prejudice
The non-performance of obligations pursuant to a Force Majeure Event will not prejudice the rights of either party against the other in respect of any matter occurring within this document prior to the Force Majeure Event.

BARALABA AERODROME

Title Description:	Lot 1 on SP131479
Address:	Baralaba Rannes Road, Baralaba
Status:	Unregistered
Fuel:	No fuelling available.
Runway Surface:	Bitumen
Length/s:	04/22 – 1,200m

MOURA AERODROME

Title Description:	Lot 115 on SP118427
Address:	Theodore Moura Road, Moura
Status:	Unregistered
Fuel:	No fuelling available.
Runway Surface:	Bitumen (23m wide)
Length/s:	16/34 – 1,500m

TAROOM AERODROME

Title Description:	Lot 49 on FT626
Address:	83 Airport Road, Taroom
Status:	Certified
Fuel:	No fuelling available.
Runway Surface:	12/30 - Gravel
	08/26 - Grass
Length/s:	12/30 – 1,100m
	08/26 – 1,091m

TAROOM AIRSTRIP

Title Description:	Lot 2 on RP156607
Address:	25538 Leichhardt Highway, Taroom
Status:	Unregistered
Fuel:	No fuelling available.
Runway Surface:	Combination of grass on black soil, gravel and bitumen.
Length/s:	1,200m

THANGOOL AERODROME

Title Description:	Lot 258 on RP620756
Address:	42 Aerodrome Road, Thangool
Status:	Certified
Fuel:	Fuelling available (Avgas and Jet A-1)
Runway Surface:	10/28 - Bitumen (30m wide)
	32/14 - Grass
Length/s:	10/28 – 1,522m
	32/14 – 855m

THEODORE AERODROME

Title Description:	Lot 511 on DW395
Address:	Eidsvold-Theodore Road, Theodore
Status:	Unregistered
Fuel:	No fuelling available.
Runway Surface:	Bitumen (12m), unsealed (18m).
Length/s:	17/35 – 1,343m

SCHEDULE 6. APPLICATION FOR RESIDENT AIRCRAFT

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AERODROME
Banana Shire Council
ABN 95 118 451 773
62 Valentine Plains Road, Biloela, Qld, 4715
Telephone: 07 4992 9500

Application for Resident Aircraft < 4000kg MTOW (applies to all Banana Shire Aerodromes)

Aircraft Details			
Aircraft Type:		Aircraft MTOW:	kg
Residence		Aircraft Registration:	
Aircraft Operator			
Name:			
Address:			
Telephone:		Mobile:	
Email:			
24hr Emergency Contact Details			
Name:			
Address:			
Telephone:		Mobile:	
Email:			
Payment Details			
Payment Type:	☐ **Cheque**	☐ **Credit Card**	☐ **Direct Deposit**

Details for Cheque and Direct Debit payments will be provided to the Aircraft Operator upon invoice.

Credit Card Authorisation

I, _____ have read, understand and accept the Aerodrome Conditions of Use with respect to the resident aerodrome. I hereby grant Banana Shire Council to debit my nominated Credit Card for all fees associated with this application.

Credit Card Type:	☐ **Visa**	☐ **MasterCard**	☐ **AMEX**
Credit Card Number:			
Credit Card Expiry:		CVV Number:	
Card Holder Name:		Telephone:	
Signature:		Date:	/ /

Note:
The charges (Schedule of Charges) are fixed and recoverable as debt to Banana Shire Council (BSC). All fees are subject to review by BSC at any time.
BSC holds the person(s) named on the Certificate of Registration and the Aircraft Operator jointly and severally liable for the payment of charges, interest and costs incurred by an Aircraft Operator using the Services.
Please refer to Clause 3.4 & 5 of the Aerodrome - Conditions of Use regarding charges and payment of charges.

Date Application Received:			
Approved By:		Approval Date:	
Invoice No.:		Invoice Date:	
Payment Received Date:		Parking Bay Allocation:	

SCHEDULE 7. NOTIFICATION OF MOVEMENT DETAILS FOR OCCASIONAL USERS

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AERODROME
Banana Shire Council
ABN 95 118 451 773
62 Valentine Plains Road, Biloela, Qld, 4715
Telephone: 07 4992 9500

Notification of Movement Details for Occasional Users

Aircraft Details			
Aircraft Type:		Aircraft MTOW:	kg
		Aircraft Registration:	
Aircraft Operator			
Name:			
Address:			
Telephone:		Mobile:	
Email:			
Invoice Details			
Name:			
Address:			
Telephone:		Mobile:	
Email:			
General Information			
Arrival Date:		Arrival Time:	
No. of Arriving Pax:			
Departure Date:		Departure Time:	
No. of Departing Pax:			
Parking Required:	Yes/No		
Additional Services Required:			

SCHEDULE 8. PAVEMENT CONCESSION FORM

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AERODROME
Banana Shire Council
ABN 95 118 451 773
62 Valentine Plains Road, Biloela, Qld, 4715
Telephone: 07 4992 9500

Pavement Concession Form - Aerodrome Pavement Rating: RWY 10/28 – PCN 12/F/C/550(80PSI)/U

Aircraft Details			
Aircraft Type:			
Aircraft Registration:		Aircraft Mass:	kg
Aircraft Tyre Pressure:		Aircraft ACN:	
Aircraft Operator			
Company Name:			
Address:			
Telephone:		Fax:	
Email:			
General Information			
Arrival Date:		Arrival Time:	
Priority:	☐ Routine	☐ Urgent	
No. of Movements		Runway	10/28
Departure Date:		Departure Time:	
Marshalling Required:	☐ Yes - Council	☐ No – Authorised Contractor	
Marshalling Details	Details of authorised contractor to undertake marshalling: Name: Phone:		
Parking Required:	☐ Yes	☐ No	
Additional Services Required:			

Agent's Name: _____ Date ___/___/___

Signature: _____

Aerodrome Manager's Approval (Office Use Only)			
Approved	☐ Yes	☐ No	If No, Reason:
Modified Tyre Pressure		ACN	
General Conditions:	1. Parking not to conflict with RPT parking 2. Maximum radius turns only 3. Turning on runway at nodes only 4. Any damage must be reported		
Approval Conditions:			

Aerodrome Manager or Delegate: _____

Signature: _____ Date ___/___/___

Return email: aerodrome.manager@banana.qld.gov.au

SCHEDULE 9. EXPRESSION OF INTEREST FOR PROPERTY, COMMERCIAL OR NON-COMMERCIAL LEASE

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AERODROME
Banana Shire Council
ABN 95 118 451 773
62 Valentine Plains Road, Biloela, Qld, 4715
Telephone: 07 4992 9500

Expression of Interest for Property, Commercial or Non-Commercial Lease

Applicant's Details					
Name:					
Position/Title:					
Organisation:					
Postal Address:					
Street Address:					
City/Town:		State:		Post Code:	
Telephone:		Mobile:			
Email:					

General Information				
Lease Type: *(Tick 1 or more boxes as required)*	☐ Property	☐ Commercial	☐ Non-commercial	
Lease Location:	☐ GA Area	☐ Terminal	☐ Airside	☐ Landside
Brief outline of lease proposal: *(e.g. property lease for the construction of a building for a freight handling and warehousing business)*				
Definitions:				
Property Lease *Commercial Lease* *Non-commercial Lease*	*- BSC Land available for lease for the purposes of commercial or non-commercial activities* *- the activity of providing goods and services involving financial, commercial and industrial activity* *- not connected with or engaged in commercial enterprises, not-for-profit activity*			

Applicant/Authorised Representative: _____

Signature: _____ Date ___/___/___

Return email: aerodrome.manager@banana.qld.gov.au