

CONDITIONS OF USE – SHEPPARTON AERODROME



ACN 835 329 843
ABN 598 353 298 43

Effective
1 July 2022

1. INTRODUCTION

1.1 **These are the Conditions under which you use the infrastructure, facilities and services provided at the Shepparton Aerodrome by the Greater Shepparton City Council (GSCC). If you use any of these services you accept these conditions.**

- 1.2 These conditions are effective from 1 July 2022 and are current until GSCC changes, replaces or waives them. Subject to the terms of these Conditions of Use, all previous conditions of use cease to have effect from 1 July 2022.
- 1.3 Subject to any other or contrary requirement under legislation, GSCC may change, replace or waive any of these conditions at any time on giving written notice by post or on our website or by any generally accepted advertising medium, including the State Government Gazette.
- 1.4 This document does not grant any right or entitlement to you to use any particular service or facility at the Aerodrome.

2. CONTACT DETAILS

Postal Address: Greater Shepparton City Council.
Locked Bag 1000
90 Welsford Street
Shepparton VIC 3632

Telephone: 03 5832 9700
Fax: 03 5831 1987
Email: Council@shepparton.vic.gov.au

All correspondence is to be directed to the above address.

3. DEFINED TERMS AND DEFINITIONS

'Air Navigation Regulations' means the regulations made from time to time under the *Air Navigation Act 1920*.

'AC' means Advisory Circular

'Aerodrome' is the freehold land referred to in Certificate of Titles V8166/F580, V9443/F706, V8167/F586 and V8113/F930 as the site referred to as Shepparton Aerodrome.

'Aerodrome Fees and Charges' includes:

- (a) Aerodrome Access Fee or Landing Fee charge or Parking charges set out in the publication entitled "Aerodrome Fees and Charges" published annually by GSCC;
- (b) charges for any supplies, services or facilities provided to You or to the aircraft at the Aerodrome by or on behalf of GSCC;
- (c) any other charges payable by You under this Conditions of Use; and
- (d) any interest or other costs payable in respect of the above.

'Airside Area' is the movement area of an aerodrome used for the take-off, landing and taxiing of aircraft consisting of the maneuvering area (runways and taxiways) and aprons.

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

'ANO' means Air Navigation Orders

'CASA' means the Civil Aviation Safety Authority established under the Civil Aviation Act 1988.

'CAAP' means Civil Aviation Advisory Publication

'CAR' means Civil Aviation Regulation

'CASR' means Civil Aviation Safety Regulations

'Certificate of Registration' means a certificate issued pursuant to Regulation 13 of the Civil Aviation Regulations.

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

'CEO' means the Chief Executive Officer or his or her nominee.

'Conditions of Use' means this document entitled 'Conditions of Use' and schedules 1 to 5 to this document.

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

'Flying Training' means any form of instruction in the flying of an aircraft.

'GSCC' means Greater Shepparton City Council (ACN 835 329 843) (ABN 598 353 298

'LOCAL PRIVATE OPERATORS' means operators that are based at the Shepparton Aerodrome who lease, sub lease or pay an annual parking fee.

'AERO CLUB MEMBER' means any registered aircraft owner/ operator who is a financial member of Goulburn Valley Aero Club.

'MOS' means Manual of Standards Part 139-Aerodromes. Made under Part 139 of the Civil Aviation Safety Regulations 1998

'MTOW' means maximum take-off weight (kilograms) of an aircraft as specified by the manufacturer.

'NASF' means National Airports Safeguarding Framework

'Non-Excludable Obligation' means any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other relevant law, that cannot be excluded, restricted or modified without:

- (a) contravening the Australian Consumer Law or other Laws; or
- (b) causing any of these conditions to be void.

'NOTAM' (Notices to Airmen) is a notice issued by ASA Notam Office containing information or instructions concerning the establishment, condition or change in any aeronautical facility, service, procedure or hazard which may affect aircraft operations.

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

'Use of the Aerodrome' by an aircraft includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers or cargo.

'We', 'Our', 'GSCC' and 'Shepparton Aerodrome' refers to the Shepparton Aerodrome and includes GSCC managers, officers and employees whether permanent or temporary.

"You", "Your" means the owner or operator of an aircraft (jointly and severally, and includes a person, organisation or enterprise by whom, or on whose behalf, an aircraft is operated at or otherwise uses the Aerodrome, including a holder of a Certificate of Registration of an aircraft for which legal liability to pay aerodrome charges is established in accordance with the *Aerodrome Landing Fees Act 2003* (Vic)) which uses the Aerodrome.

4. USE OF THE AERODROME

- 4.1 Without limiting any other arrangement between the parties, when using the airside infrastructure of the Aerodrome (including parking facilities), You must at all times comply with:
- (a) This Conditions of Use document;
 - (b) All relevant Commonwealth and State legislation including, but not limited to, the Civil Aviation Acts and Regulations including (CAR's, CASR's 1998, MOS Parts 139 and 173), Advisory Publications (AC's and CAAP's) Air Navigation Orders (ANO'S), National Airports Safeguarding Framework (NASF) guidance on the planning requirements for development that affects aviation operations and any other relevant aeronautical planning guidance material;
 - (c) All relevant State legislation which includes Occupational Health and Safety Act;
 - (d) The *Aerodrome Landing Fees Act 2003* (Vic);
 - (e) The operational requirements of the Aerodrome as published in ERSA, DAPEAST and NOTAMs;
 - (f) Other conditions, instructions, orders and directions necessary for the day to day operation of the Aerodrome as issued by GSCC from time to time;
 - (g) The Shepparton Aerodrome "Community Friendly" Operation described in Schedule 3; and
 - (h) Security requirements directed, legislated or imposed by the Commonwealth Department of Infrastructure, Regional Development and Cities (Aviation) and Transport, Australian Federal Police, Victoria Police and GSCC. This includes but is not limited to the *Commonwealth Aviation Transport Security Act 2004* and *Aviation Transport Security Regulations 2005*
- 4.2 You must not take any action that may put GSCC in breach of any legislation. You agree that:
- (a) Use of Shepparton Aerodrome may be prohibited or restricted by legislation;
 - (b) GSCC is not responsible for the security of any aircraft or property; and
 - (c) You are responsible for maintaining the security of Your own aircraft and property under the *Aviation Transport Security Act 2004* and other legislation.

5. ACCESS TO AIRSIDE AREAS

Shepparton Aerodrome is classified as a registered aerodrome by CASA and unauthorised airside access is not permitted as per the Manual of Standards Part 139 Aerodromes; Personnel with authorised airside access are to ensure all access gates and unattended aircraft hangar doors are closed to prevent unauthorised access.

6. PAYMENT OF AERODROME FEES AND CHARGES

- 6.1 Without limitation, it is a condition of Your use of the Aerodrome that applicable Aerodrome Fees and Charges are paid to GSCC by You.
- 6.2 The charges for any supplies, services or facilities will be as determined by GSCC in accordance with the GSCC schedule of "Aerodrome Fees and Charges" published on the GSCC web page "GreaterShepparton.com.au" and are an incorporated part of this Conditions of Use document (Refer to Schedule 3).

- 6.3 The ***Aerodrome Landing Fees Act 2003*** came into effect in Victoria on 1 January 2004. The purpose of this Act is to provide for an aerodrome operator to fix a fee for the arrival, departure or parking of an aircraft, a training flight approach by an aircraft or the provision of any directly related activity. This Act establishes a statutory legal liability for aerodrome charges on the holder of the Certificate of Registration of an aircraft.
- 6.4 Notwithstanding any other provision of this Conditions of Use document any existing discount in relation to any charge payable by You to GSCC will, without notice to You, cease from and including the Due Date for payment of any invoice issued by GSCC or its Agent which remains unpaid as at that date. In this clause "**Due Date**" has the meaning set out in clause 11.2(c).

Fees and Charges mean:

- Landing Fees
- Access Fees
- Parking Fees

- 6.5 **Landing Fees** – The Greater Shepparton City Council has introduced landing fees at the Shepparton Aerodrome in line with the *Aerodrome Landing Fee Act 2003*. A landing fee charge will apply for the following activities:

- Landings
- Stop and Go's
- Touch and Go's

"Landing Fees" will be charged on a monthly basis via an invoice sent by Council's appointed agent to the registered owner of the aircraft.

- 6.6 **Access Fees** – An annual "Access" fee charge will be an optional annual payment method for local Shepparton based operators or Goulburn Valley Aero club members. Eligible operators may choose to pay either a landing fee or an annual Access fee. "Access Fees" will be an annual charge to the registered owner of the aircraft and will not be charged on a pro-rata basis.

"Access Fees" will be invoiced by Greater Shepparton City Council.

- 6.7 **Parking Fees** – This will be an annual charge as per Council's adopted fees and charges and payable by locally based Commercial aviation operators, general aviation operators and Goulburn Valley Aero Club members who do not have a current Hangar lease agreement with GSCC but do park aircraft in the aircraft parking area along the northern taxiway. "Parking Fees" will be one charge per annum to the registered owner of the aircraft and will not be charged on a pro-rata basis.

"Parking Fees" will be invoiced annually by Greater Shepparton City Council.

The Fees and Charges will be reviewed annually by Greater Shepparton City Council.

7. LIABILITY FOR AERODROME FEES AND CHARGES

You must pay GSCC the relevant Aerodrome Fees and Charges for Your use of the facilities and services at the Aerodrome and any other charges in accordance with this Conditions of Use document.

8. REFUSAL OF ACCESS

8.1 GSCC may refuse access to the Aerodrome to all or any aircraft owned or operated by You if You have failed to pay to GSCC any amount due in respect of any aircraft by the Due Date. (See also clause 13).

8.2 GST

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

9. NOTIFICATION: Regular Public Transport Operations

9.1 In the case of aircraft engaged in Regular Public Transport and/or Charter Operations, GSCC must be notified prior to the commencement of such operations, which includes providing GSCC with a completed "Notification of Aircraft Details" form at Schedule 1.

9.2 For newly scheduled Regular Public Transport and/or Charter Operations GSCC may require adequate security to be provided for the payment of Aerodrome Fees and Charges prior to the commencement of such services. It is expected that the amount of security required will not exceed a total of 6 months of Aerodrome Fees and Charges, however GSCC reserves the right to require additional security.

10. EXCLUSION OF LIABILITY

10.1 GSCC does not make any representations or warranties in connection with the Aerodrome or any supplies, services or facilities.

10.2 Except in relation to Non-excludable Obligations, GSCC's liability to You arising directly or indirectly out of or in connection with use of the Aerodrome, any supplies, services or facilities or GSCC's exercise of any powers under these conditions or any relevant laws (whether arising under any indemnity, statute, bailment, in tort (for negligence or otherwise), or on any other basis in law or equity) is limited as follows:

(a) GSCC will have no liability whatsoever for:

- (i) any loss of or damage to an aircraft, its equipment or its load;
- (ii) any loss of or damage to any of Your property;
- (iii) any loss of or damage to the property of the crew or passengers of an aircraft;
- (iv) any loss or damage which You suffer for any reason because the Aerodrome, or any part of it, is closed or any service at the Aerodrome is unavailable;
- (v) any personal injury or death in any way associated with Your aircraft or use of the Aerodrome;

- (vi) any loss or damage in relation to GSCC's exercise or purported exercise of rights conferred on GSCC by these conditions; and
 - (vii) any loss, harm, damage, cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or loss of production); and
 - (viii) any loss, damage or theft of an unsecured aircraft left unattended and unlocked; and
- (b) the aggregate of GSCC's liability is otherwise limited to an amount not exceeding the aggregate of the previous three (3) months' Aerodrome Fees and Charges paid or payable by You to GSCC.

10.3 If GSCC is liable for breach of any Non-excludable Obligation, then, to the full extent allowed by law, GSCC's liability to an Aerodrome user (including You) is limited to:

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

11. INVOICING AND PAYMENT OF AERODROME FEES AND CHARGES

11.1 In accordance with clauses 5 and 6 of this document, You must pay GSCC for using the supplies, services or facilities at the Aerodrome.

11.2

- (a) Owners, operators and GV Aeroclub Members liable to pay individual Aerodrome Landing Fees will be invoiced monthly by a GSCC appointed Agent. The invoice will detail Aerodrome Landing Fee charges incurred;
- (b) Subject to clause 11.2(d), unless an earlier payment date is specified in this Conditions of Use document each invoice for Aerodrome Landing Fees is due to be paid before the date that is 28 days after the date of issue of the invoice, as specified in that Invoice (the **Due Date**);
- (c) Local Owners and Operators and GV Aeroclub Members who elect to pay an Annual Access Fee and/or Parking Charges will be invoiced directly by GSCC;
- (d) Where You seek to prepay access charges in accordance with the "Aerodrome Fees and Charges", the invoice will detail the charges due for the period(s) in respect of which the relevant pre-payment is being made. Unless and until payment has been received, the relevant period covered by the prepayment will not commence and the applicable daily charge (as set out in the "Aerodrome Fees and Charges") will apply; and
- (e) Pre-payment of Aerodrome Fees and Charges does not limit or vary Your obligation to pay other charges under this Conditions of Use.

11.3 Payment of any amounts due to GSCC can be made by:

- (a) Mailing the relevant remittance advice and cheque direct;
- (b) Electronic funds transfer payable into the bank account of GSCC, referencing the invoice number. Account details can be obtained from the Administration, the Greater Shepparton City Council; and
- (c) In person, by cash or card, at the Customer Service counter during business hours (0815 hrs to 1700 hrs, Monday to Friday) at the Greater Shepparton City Council offices at 90 Welsford St Shepparton.

12. OVERDUE PAYMENT FEE AND RECOVERY COSTS ON UNPAID AERODROME FEES AND CHARGES

12.1 Unless otherwise approved by GSCC in writing, GSCC may charge an overdue payment fee on any Aerodrome Fees and Charges and other charges under the Conditions of Use which have not been paid by the relevant date for payment as set out in these Conditions of Use. Please refer to the Council's Schedule of Fees and Charges for costs involved.

12.2 The overdue payment fee will be charged monthly from the date upon which the Aerodrome Fees and Charges become overdue for payment until the date of payment of the Aerodrome Fees and Charges and all interest on those charges (both dates inclusive).

12.3 If You fail to pay Aerodrome Access Charges or any other charge under this Conditions of Use document by the relevant date for payment, GSCC will consider debt collection and/or legal action to recover the outstanding balance.

12.4 GSCC may recover from You pending an order of the Court, any costs incurred in recovering any unpaid Aerodrome Fees and Charges including, without limitation, legal fees and debt recovery fees.

13. MOVEMENT OF PARKED AIRCRAFT

13.1 GSCC may at any time order You to either move Your parked aircraft to another position or remove it from the Aerodrome (an **Order**). Such an Order will be in writing and will set out the period within which You must comply with the Order.

13.2 Failure to comply with the Order within the relevant period may render You liable to an overdue payment charge (covering amongst other things management and other internal costs of GSCC) applied.

13.3 GSCC has the right to move or remove aircraft at any time if they form a threat, or are perceived as a threat, to aviation safety or if ordered by any duly constituted legislative or policing entity including, but not limited to, CASA, ASA, Department of Infrastructure Regional Development and Cities Office of Transport Security, Australian Federal Police and Victoria Police.

14. AVAILABILITY OF AERODROME FACILITIES

- 14.1 GSCC is obligated under the terms of the *Aerodrome License (R104)* as a *Registered aerodrome under Part 139 CASR 1998 issued by CASA on 17th August 2005* to operate the Aerodrome as an Aerodrome and to provide access to Aerodrome facilities to aircraft. GSCC will endeavor to provide such services subject to reasonable operational requirements, scheduled and unscheduled maintenance and events that are outside of the control of GSCC. GSCC makes no warranty that any Aerodrome facility will be available at any time.
- 14.2 GSCC will, if reasonably possible, notify You of any temporary withdrawal of any service by means of a NOTAM or other commonly accepted means of communication.
- 14.3 If, at any time, GSCC declares any facilities, infrastructure or services to be unavailable due to safety or operational requirements, GSCC will make reasonable endeavors to provide suitable alternate infrastructure, facilities or services. The use of such services, which may not be to the standard associated with affected services, is entirely a matter of choice for You.
- 14.4 Facilities, infrastructure and/or services may be withdrawn or disabled without notice if so directed by any duly constituted legislative or policing entity including, but not limited to, CASA, ASA, Department of Infrastructure, Regional Development and Cities, Office of Transport Security, Australian Federal Police and Victoria Police.
- 14.5 GSCC will in no circumstances be liable for any loss or consequential loss suffered by You due to the non-availability of such services.

15. NO SET-OFF

You must not make any set-off against or deduction from the Aerodrome Fees and Charges. In the event of a dispute with GSCC, You must pay all Aerodrome Fees and Charges in full pending resolution of any such dispute.

16. AMENDMENT

GSCC reserves the right, at any time, to amend any of this Conditions of Use document. GSCC will provide reasonable notice to all users of the Aerodrome of any amendment.

17. PRIVACY AND DATA PROTECTION

GSCC respects Your right to privacy. However, GSCC is required to collect information as a part of GSCC daily operations, and in respect of various legislative requirements.

17.1 GSCC's obligation to You

- (a) GSCC will comply with the *Privacy and Data Protection Act 2014 (Vic)* in respect of all personal information collected under this agreement.
- (b) GSCC will provide access to the information it collects about You upon reasonable notice being given by You to GSCC and upon payment of GSCC's reasonable expenses (including but not limited to photocopying charges) in providing this information.

17.2. GSCC's rights. You acknowledge and agree that GSCC:

- (a) May collect from You personal information relevant to the operation of the Aerodrome;
- (b) May use the information collected for purposes related to Aerodrome operations and development which may include, but is not limited to, research by or on behalf of GSCC, statistical analysis by or on behalf of GSCC, and promotion of Aerodrome services to third parties including, but not limited to, tenants, occupiers and users of the Aerodrome;
- (c) GSCC is required to collect some information under this agreement in order to comply with legislation including but not limited to the, *Competition and Consumer Act 2010* GSCC may disclose the information collected under this agreement for any purpose permitted by the Privacy Act, which includes but is not *limited to circumstances when*:
 - (i) *GSCC is required to do so by law*; or
 - (ii) For the purposes of GSCC obtaining legal, financial or other advice.

18. GOVERNING LAW

These conditions are governed by the law of the State of Victoria.

19. COLLECTION NOTICE

The Greater Shepparton City Council manages your personal information with its Privacy Policy and the *Privacy and Data Protection Act 2014 (Vic)*. Your personal information is collected to maintain a user database, track aerodrome activity and will be disclosed to other Council departments to invoice for fees and charges relating to your aerodrome activities. If you do not provide the requested information you may be charged incorrectly. To gain access or update your personal information please contact Council on 03 5832 9700.

20. SCHEDULES

The following schedules are to be completed for all eligible aircraft, as per section 11.2 sub section (c), utilising the Shepparton Aerodrome. Liability for aeronautical charges resides with the Operator. Statements of account and invoices will be directed to the Operator. If any of the details above change, a new form is to be completed and submitted. ***Please note partial or incorrect information may result in incorrect charges being applied.*** The completed form may be emailed to aerodrome@shepparton.vic.gov.au and marked attention Administration

Schedule 1

**SHEPPARTON AERODROME
NOTIFICATION OF AIRCRAFT DETAILS**

Aircraft Registration:		Aircraft Type:	
MTOW:		OMGWS:	
Hangar No:	Hangar Leased <input type="checkbox"/>	Hangar Sub-Leased <input type="checkbox"/>	Aircraft Parked on Apron <input type="checkbox"/>

Local Operators please note:

1. Parking fees apply if aircraft is not housed in a hangar
2. Council must be notified immediately in the event that the hangar is sub-let

Certificate of Registration Holder	<i>Name</i>	
	<i>Address</i>	
	<i>Email</i>	
	<i>Contact Number</i>	

Aircraft Owner <i>(if different to Certificate of Registration Holder)</i>	<i>Name</i>	
	<i>Address</i>	
	<i>Email</i>	
	<i>Contact Number</i>	

Aircraft Operator	<i>Name</i>	
	<i>Address</i>	
	<i>Email</i>	
	<i>Contact Number</i>	

I elect to be charged a 'Landing Fee' – invoiced monthly	<input type="checkbox"/>
I elect to be charged an annual 'Access Fee'	<input type="checkbox"/>

Effective Dates of Operation:	Commencing	/	/ 202	Ending:	/	/ 202
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Invoices to be sent to Certificate of Registration Holder / Owner / Operator (please circle one)

Signature:
Name:

The Greater Shepparton City Council manages your personal information with its Privacy Policy and the *Privacy and Data Protection Act 2014 (Vic)*. Your personal information is collected to maintain a user database, track aerodrome activity and will be disclosed to other Council departments to invoice for fees and charges relating to your aerodrome activities. If you do not provide the requested information you may be charged incorrectly. To gain access or update your personal information please contact Council on 03 5832 9700.

Schedule 2

Shepparton Aerodrome Community Friendly Operation

Community Friendly - be a good neighbour

Shepparton Aerodrome is committed to undertaking operations in a Community Friendly manner. We expect aircraft pilots operating to and from Shepparton Aerodrome to undertake operations in a manner which is considerate of local residents. The safe operation of an aircraft must be maintained at all times. Air traffic procedures, weather and safe separation requirements may preclude at times Your compliance with this program but You are expected to make Your best efforts to ensure Your compliance with the spirit of this program.

1. Circuit training

Circuit training - repetitive touch and go operations, is a vital part of flight training and is required for day and night operations. However these operations are limited to the times published in ERSA which currently are circuit training is not permitted between 2300 – 0600 local time. RWY 18 is the preferred RWY during nil wind conditions.

Shepparton Aerodrome is open 24 hours per day, 365 days per year. Aircraft departing or returning to Shepparton are not subject to these limits and it is understood that an aircraft returning after the above agreed hours may be required to perform a circuit of the Aerodrome to enter safely into the landing pattern.

2. Aircraft Altitude Limits

CAR 157 (1) states that the pilot in command of a fixed wing aircraft must not fly the aircraft over any city, town or populous area at a height **below 1000 feet** or in any other area at a height **below 500 feet**.

Helicopters can fly at a minimum height of **500 feet above terrain**.

The heights specified above are the highest point on the terrain, and any object on it **within a radius of 600 metres for fixed wing aircraft or 300 metres for helicopters**.

Schedule 3 - 2022/2023 AERODROME FEES AND CHARGES

LANDING FEE	Base Location	Charge Applied	Unit of Measure	Fee (GST Inclusive)
Commercial Aviation	Outside Shire	Per Landing	\$p/1000kg	\$11.55 per tonne
General Aviation	Outside Shire	Per Landing	\$p/1000kg	\$11.55 per tonne
General Aviation	*Shepparton Based	Per Landing	\$p/1000kg	\$11.55 per tonne

ACCESS FEE	Base Location	Charge Applied	Unit of Measure	Fee (GST Inclusive)
Commercial Aviation (General/ Training)	Shepparton Based	Annual	\$p/1000kg	\$264.75 per tonne
GV Aero Club	Aero Club Financial Members	Annual	\$p/1000kg	\$199.60 per tonne
General Aviation (Local)	Shepparton Based	Annual	\$p/1000kg	\$199.60 per tonne

PARKING FEE	Base Location	Charge Applied	Unit of Measure	Fee (GST Inclusive)
General Aviation (Locally Based/ No Hangar Leased)	*Shepparton Based	Annual	Per Aircraft <5700kg	\$399.20

**Payment of either a Landing Fee or an Annual Access Fee is optional to these categories*