

# **City of Karratha Airport & Aerodrome Facilities**

## **CONDITIONS OF USE**

**Version 2.0**

**1 October 2014**

## Table of Contents

### Contents

1. Introduction .....	3
2. Facilities and Services.....	3
3. Notification.....	5
4. Charges.....	5
5. Invoicing & Payment .....	6
6. Interest on Charges .....	6
7. No Set-off .....	7
8. Compliance with Conditions .....	7
9. Moving Aircraft .....	7
10. Airport Closed or Services Unavailable .....	7
11. Release & Indemnity .....	8
12. Insurance .....	8
13. Release of Warranty.....	9
14. Comply with Legislation .....	9
15. Variations .....	9
16. Dispute Resolution by Mediation.....	9
17. Governing Law.....	10
18. Definitions .....	10

## 1. Introduction

- 1.1** This document outlines the terms, conditions, fees and charges applicable to current and future aircraft operators accessing and or using the City of Karratha (CofK) Airport and Aerodrome Facilities (AAF) which are owned and operated by the CofK.

The terms, conditions, fees and charges stated in this document take effect from 1 July 2014 and are current until the CofK change, replace or waive them at any time by giving you written notice or by public notification on the CofK website.

This document is accepted by all parties, including without limiting to Aircraft Operators accessing and or using the CofK AAF:

- i. being a signatory to this document, or
- ii. by physically accessing and/or using Karratha Airport (KTA) or Roebourne Aerodrome (RBU) in any way.

CofK Management can be contacted by any of the following means:

Mail:-  
City of Karratha Airport Management  
**City of Karratha**  
PO Box 219  
KARRATHA WA 6714  
E-mail: [AirportServices@karratha.wa.gov.au](mailto:AirportServices@karratha.wa.gov.au)  
Facsimile to (08) 9185 1626  
Telephone (08) 9186 8555

## 2. Facilities and Services

- 2.1** When using the CofK AAF 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 Regulations, Air Navigation Orders and any other aeronautical legislation.
- c) All relevant legislation which includes Occupational Health and Safety legislation.
- d) The operational requirements of the airport as published in ERSA and NOTAMs.
- e) Security rules and regulations issued by the Office of Transport Security and / or other law enforcement authorities.  
Karratha Airport (KTA)
- f) The KTA Aerodrome Manual.
- g) The KTA Airport Transport Security Program (TSP).
- h) The KTA Aerodrome Emergency Plan (AEP).
- i) The KTA Aerodrome Safety Management System (SMS).
- j) Safety and security directions notified by KTA Airport Management.
- k) Environmental and safety directions notified by KTA Airport 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 KTA Airport Management, including but not limited to, airside vehicle permits, airside driving licences, Aviation Security Identification Cards (ASIC) and Visitor Identification Cards (VIC).  
Roebourne Aerodrome (RBE)
- m) Safety and security directions notified by CofK Airport Management
- n) Environmental and safety directions notified by CofK Airport Management including but not limited to engine ground running, bird and wildlife hazard management and fuel / oil spill management
- o) The requirement to obtain and observe the relevant operator licences issued by RBU Aerodrome Management, including but not limited to, airside vehicle permits, airside driving licences, Aviation Security Identification Cards (ASIC) and Visitor Identification Cards (VIC)

**2.2** You accept that:

- a) Access to the CofK's AAF is subject to the demand of other users of the Airport
- b) Use of the CofK AAF may be constrained by Legislation
- c) The CofK is not responsible for the security of aircraft or your property
- d) The CofK AAF are located within areas that are prone to extreme weather events e.g. cyclonic winds. You must ensure your aircraft and property is correctly stored and secured in accordance with cyclone preparation or removed from the CofK AAF on a 'Blue Alert'. You must comply with instructions issued in accordance with section 9 of these conditions. In the first instance e.g. before informing the public; you must advise the CofK AAF Management when your scheduled flights will cease or resume due to a severe weather event.
- e) You enter and use CofK AAF facilities at your own risk and you are responsible for any damage to yourself, any damage you cause to anybody else, and any damage you cause to your property or to someone else's property.
- f) We are not liable to you or to any person with you for (regardless of how or when it is caused, or by whom it is caused):
  - (a) any liability which may arise in respect of any accident or injury to you or anybody else or death or injury to, or illness of, any person, of any nature;
  - (b) damage to, destruction of, theft of or unauthorised delivery up to your property or any other persons property whether authorised or not; or
  - (c) damage to, destruction of, theft of or delivery up of any property (including anything in or on your aircraft or any other aircraft);
  - (d) all claims, actions, loss, damage, liability, costs (including legal costs on a full indemnity basis) and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the CofK AAF and in respect of all of the subject matter of each of (a), (b), (c) and (d) you release and indemnify us from any claim, which you might, or which anybody with you might (or would) otherwise have against us.
- (g) You also agree to indemnify the CofK in respect of any claims made against us as a consequence of, in relation to, or in any way arising out of your use of the CofK AAF.

**2.3** You must not do anything which puts the CofK in breach of any Legislation

**2.4** Aviation Services Not Provided: The CofK AAF do not currently provide the following services although those indicated by \* are operated by others:

<b>Karratha Airport</b>	<b>Roebourne Aerodrome</b>
-------------------------	----------------------------

Terminal Navigation Aids	Terminal Navigation Aids
Rescue & Fire Fighting Services*	Rescue & Fire Fighting Services
En-route Services*	En-route Services
Apron & Ground Handling Services*	Apron & Ground Handling Services
Engineering Services*	Engineering Services
Air Traffic Control Services*	Air Traffic Control Services
Meteorological Services*	Meteorological Services
Hanger Facilities*	Hanger Facilities
Quarantine Waste Disposal*	Quarantine Waste Disposal
Liquid Waste Disposal	Liquid Waste Disposal

### 3. Notification

- 3.1** The Aircraft Operator must advise CofK AAF of all existing details relating to all aircraft proposing to access and use CofK AAF, and further must advise CofK AAF of any changes to these details and or aircraft accessing and or using CofK AAF forthwith of such changes, which details shall include:
- The name, address and contact details of the aircraft operator and/or registered owner.
  - Make and type of aircraft to be operated on and the proposed service.
  - Details of any irregular or charter operations.
  - The names, addresses, telephone numbers, facsimile numbers and all other contact details for the aircraft operator's key personnel who are available to be contacted by CofK AAR Management at any time in respect of any emergency, security matters, or any other matter.
  - Copies of Certificates of currency for the aircraft operator's policies of insurance.
- 3.2** The Aircraft Operator shall provide to CofK AAF Management the following information within five days of the end of each calendar month.
- Details of aircraft movements including aircraft make, type and registration.
  - The weight of cargo loaded and unloaded at KTA.
  - Numbers of passengers carried

### 4. Charges

- 4.1** You must pay the CofK for using the Facilities and Services at the CofK AAF.
- 4.2** The CofK sets, reviews and approves all fees and charges for CofK AAF. Charges are reviewed annually (prior to the commencement of each new financial year) and charges are notified through City publications, website and via other means as appropriate. Note the current Fees and Charges are published on the CofK website.
- 4.3** The CofK 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 CofK AAF.
- 4.4** The charges for using the CofK AAF and services accrue on a monthly basis, unless otherwise agreed in writing by the CofK, and are payable in Australian dollars.
- 4.5** It is a condition of access and or use of the CofK AAF that you pay the accrued charges.
- 4.6** To clarify our position in relation to commercial fees and charges; the CofK is the owner and operator of the KTA Airport and RBU Aerodrome. In accordance with the CofK procedures and Local Government Act 1995:
- Fee and charges are to be imposed when adopting the annual budget but may.

1. Impose during a financial year: and
2. Amended from time to time during a financial year.

- 4.7** The CofK will consider providing discounts or waivers for the landing fees at the CofK AAF 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.

## **5. Invoicing & Payment**

- 5.1** You must pay all invoices on or before the due date as is stated on the invoice unless otherwise agreed to in writing by the CofK.

- 5.2** Payments must be made by one of the following methods:

- (a) Direct depositing the payment into the City of Karratha bank account being;

**Account in the name of: City of Karratha**  
**Bank: Westpac Banking Corporation**  
**Branch: Karratha**  
**BSB: 036-187**  
**Account Number: 000020**

- (b) By mailing a cheque and remittance advice to:

**The City of Karratha**  
**PO Box 219**  
**Karratha WA 6714**

- (c) Paying in person by cheque or cash at the City of Karratha Administration Office, Welcome Road, Karratha in the State of Western Australia.

- (d) Credit Card Phone payment, with a maximum monthly limit per account of \$15,000. Phone payments can be made by phoning the City of Karratha Administration on: (08) 9186 8555

## **6. Interest on Charges**

- 6.1** The CofK may charge interest on any charges which have not been paid in accordance with this document or the terms and conditions of CofK as published from time to time. Interest is calculated on a daily basis from the date upon which the Charges become due for payment until the date of payment of the Charges (both dates inclusive). Interest must be paid at the same time as the Charges to which the interest payment relates.

- 6.2** If Charges and Interest are not paid the CofK will issue you with a notice directing that you remove any or all of your aircraft and/or property from the CofK AAF. If you fail to comply with the CofK notice within 21 days of issue, the CofK may;

- a) Remove your Aircraft and/or property from the CofK AAF and add the costs associated to the amount owing by you to the CofK.
- b) Deem the Aircraft and/or property to have been abandoned and may treat the title to the Aircraft as having been irrevocably transferred to us

**6.3** Failure to pay for Charges and Interest may result in use of an external debt recovery agency. If the recovery process is used to recoup an outstanding payment, all costs in relation to the debt recovery will be your responsibility.

## **7. No Set-off**

**7.1** The Aircraft Operator is not permitted to make any set-off against or deduction from the Charges. Should there be a dispute concerning the Charges payable to the CofK, the Aircraft Operator shall pay all Charges in full pending resolution of any such dispute.

## **8. Compliance with Conditions**

**8.1** If you do not comply with these conditions, subject to our legal obligations, the CofK may provide you with 14 days' written notice requiring compliance.

**8.2** If you do not comply with any safety or security requirements, the CofK may give you notice to comply immediately.

**8.3** We may stop you from using our Facilities and Services at the CofK AAF if you do not comply with notice.

## **9. Moving Aircraft**

**9.1** The CofK may direct that you:

- a) Move your aircraft and/or property to another position at the CofK AAF; or
- b) Remove your aircraft and/or property from the CofK AAF, at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.

**9.2** If you do not comply with our direction within the time specified by that direction, and provided that we have made all reasonable attempt to contact you, we may move or remove your aircraft and/or property and:

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

## **10. Airport Closed or Services Unavailable**

**10.1** We will endeavour to keep our Facilities and Services at the CofK AAF available for you to use, subject to reasonable requirements for operational purposes, maintenance and new development or events beyond our reasonable control.

**10.2** If reasonable possible, we will notify you before we make any service or facility unavailable.

**10.3** If, at any time, safety or operational maintenance or new development requirements mean that we consider it necessary to declare our Facilities or Services at the CofK AFF to be wholly or partly unavailable for use by you, we 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 a matter for decision by you. You acknowledge that, in doing so; we will need to balance the needs of all affected parties so far as we reasonable can.

**10.4** You also acknowledge that any alternative Facilities or Services may only be provided where they comply with the relevant legislation and standard.

## **11. Release & Indemnity**

**11.1** The CofK is not liable for:

- a) Loss or damage caused for any reason to an aircraft, its equipment, its load or the property of its crew or passengers at the CofK AAF; or
- b) Personal injury caused for any reason to the crew or passengers of, or persons servicing, an aircraft and/or your property at the CofK AAF,

Unless and then only to the extent caused by our own negligence or recklessness, or the negligence of our officers, employees or agents.

**11.2** The CofK is also not liable for:

- a) Any loss you suffer for any reason because the CofK AAF or any part of its facilities are closed or any service or facility at the CofK AAF is unavailable;
- b) Any loss you suffer, or any person claiming through you suffers, for any reason because of delays in the movement or scheduling of your aircraft; or
- c) Any consequential injury, loss or damage in connection with the use of or closure of the CofK AAF.

**11.3** You are liable for and indemnify us against:

- a) Any damage your aircraft and/or property may cause to our property;
- b) Any costs we incur in detaining any of your aircraft and/or property; and
- c) Claims for personal injury, death, loss or damage to property caused or contributed to by you,

Unless and then only to the extent caused by our negligence or the negligence of our officers, employees or agents.

**11.4** You agree to indemnify us for any liability, loss, cost, charge or expense of the kind that is suffered or incurred by any of our employees or agents.

## **12. Insurance**

**12.1** You must at all times have a policy of insurance for at least \$20,000,000 (or such other amount as we may notify to you from time to time) insuring against all claims which may be brought against either you or 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 CofK AAF.

**12.2** Your insurance must be valid for use in landside and airside areas at the CofK AAF.

**12.3** You must at all times when required by us produce evidence showing that the insurance is in force for the sum in clause 12.1.

**12.4** If you fail to insure as required by this clause we may deny access to the CofK AAF to your aircraft or other plant and equipment used by you or any other party you authorise to operate on your behalf at the CofK AAF.

**12.5** The sum as stated in clause 12.1 or as otherwise notified is not the limit of your liability but merely a reasonable minimum amount of insurance which we require you to maintain.

### **13. Release of Warranty**

**13.1** To the fullest extent allowed by law, the CofK excludes all warranties or representations in connection with the access and/or use of the CofK AAF. If the CofK has any liability for breach of any non-excludable condition or warranty implied under any Legislation in connection with any good or services provided by it then, to the fullest extent allowed by law, CofK'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 of the goods;
  - iii) The payment of the cost of replacing the goods or of acquiring equivalent goods;
  - iv) The payment of the cost of having the goods repaired; or
  
- b) In the case of services:
  - i) The supplying of the services again; or
  - ii) The payment of the cost of having the services supplied again.

### **14. Comply with Legislation**

**14.1** The Aircraft Operator must 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.

### **15. Variations**

**15.1** The CofK reserves the right, at any time to amend, vary or waive any of these terms and conditions of this document.

### **16. Dispute Resolution by Mediation**

**16.1** If there is a dispute between you and us about whether you or we have complied with an obligation or have a right under these conditions, then:

- a) Within 14 days of the dispute arising, you and we must meet to negotiate in good faith with a view to resolving the dispute; and
- b) If the dispute is not resolved within the following 14 days you and we must try to resolve the dispute by mediation.

**16.2** If the dispute is not resolved under clause 16.1 (a) then either you or we may, after giving 7 days notice to the other, ask the President of the Law Society of Western Australia to appoint a mediator to mediate the dispute.

**16.3 The mediation:**

- a) Is to be conducted in accordance with the mediation rules of the Law Society of Western Australia; and
- b) Is to take place in Karratha, Western Australia.

**16.4** You and we are to equally share the cost of the mediation.

**16.5** You and we may not seek any other means of resolving the dispute (other than seeking urgent, interlocutory or interim injunction) until the mediation has taken place.

**16.6** Where we are of the view, acting reasonably, that a dispute between you and us is not a genuine dispute, we reserve the right to take any other action against you that the law allows (including exercising our powers under clauses 6 and 8) while in dispute or mediation with you.

## **17. Governing Law**

These conditions are governed by the law of Western Australia. You and we agree to take legal proceedings in connection with these conditions only in Western Australian courts.

## **18. Definitions**

In this Document unless the contrary intention appears:

"Access" - means entering or coming on to the CofK AAF reserves in any manner and by any means whatsoever.

"Aircraft Operator" -includes the owner, operator, pilot and any other party with any control over or ownership in any aircraft accessing the CofK AAF.

"Charges" - the charges set out in the Schedule of Aviation Fees and Charges.

"Interest Rate" – the rate of interest being 11% per annum as of 1 July 2014.

"KTA" – means Karratha Airport

"Legislation" - means 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 the CofK AAF and or any access or use of CofK AAF.

"Schedule of Fees & Charges" - the Aviation of fees and charges, as described in this document and determined by the CofK from time to time will be reflected on the CofK website and notified to the aircraft operators.

"The CofK AAF" – Means the facilities owned and operated by the City of Karratha including Karratha Airport (KTA) and Roebourne Aerodrome (RBU); including the whole lands reserved for Aviation and Airport purposes.

"use" - includes but is not limited to, by an aircraft, landing, take-off, taxiing or parking and discharging or taking on passengers or cargo, and by otherwise than an aircraft by another.