

# Parafield Airport



## **Parafield Airport Terms of Use**

**Effective: 1 July 2026**

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## Background

- A Parafield Airport Limited (**PAL**) is the airport lessee company and operator of Parafield Airport under a lease granted to it by the Commonwealth of Australia (**Lease**).
- B PAL will provide Aeronautical Services and Airport Facilities at the Airport to Aircraft Owners and Aircraft Operators (**Users**), and Users will receive these services on the terms and conditions set out in these Terms.
- C These Terms do not apply to the extent that they are inconsistent with separate contractual arrangements in place with a User.

## Operative terms

### 1 Defined terms & interpretation

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#### 1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in clause 1 of Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary or the GST Act, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Act but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Act.

#### 1.2 Interpretation

The rules for interpretation of these Terms are contained in clause 2 of Schedule 1.

#### 1.3 Inconsistency

These Terms do not replace, supersede, or override legislative requirements and if there is any inconsistency between the provisions of these Terms or the Airport Procedures any inconsistency will be resolved in the following order of priority from first to last:

- (a) Airport Procedures;
- (b) These Terms; and
- (c) the provisions of any Schedule to these Terms

#### 1.4 Effectiveness of this document

These Terms come into effect on the date appearing on the title page.

### 2 Acceptance of terms

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- (a) These are the terms under which PAL will provide access to Aeronautical Services and Airport Facilities, subject to the terms of any separate agreement on any subject matter in writing between PAL and a User.
- (b) Where an Aircraft Operator, in relation to an Aircraft, is not also the Aircraft Owner, the Aircraft Operator:

- (i) enters into an agreement with PAL on these Terms, in its own right and also as agent for the Aircraft Owner; and
- (ii) warrants and represents to PAL that it has capacity to do so.
- (c) By using any Aeronautical Services and/or Airport Facilities, Users are deemed to have accepted and be bound by these Terms.

### **3 Amendments**

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- (a) PAL may amend these Terms whenever it considers it necessary or desirable to do so. Ordinarily, PAL will amend these Terms no more than once per year.
- (b) Subject to clause 3(e) PAL will provide two (2) weeks notice of any amendment to these Terms by posting the new Terms on the Website and notifying Users by email where practicable.
- (c) Any amendment to the Terms will become binding on the date specified as the commencement or effective date for the amended document comprising part of the Terms, which date is specified on the first page of these Terms.
- (d) Continued use of the Airport after amendment to the Terms will constitute acceptance of the amended Terms.
- (e) In the case of emergency or in any case where the safety or security of the Airport or the public is affected PAL reserves the right to depart from these Terms with immediate effect.

### **4 Delivery of services and access to facilities**

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- (a) PAL will supply Aeronautical Services to Users:
  - (i) in accordance with these Terms and all applicable laws and regulations;
  - (ii) with all due care and skill; and
  - (iii) otherwise in a manner consistent with industry best practice for a General Aviation airport.
- (b) PAL will provide Users with access to Airport Facilities:
  - (i) as described in and subject to these Terms;
  - (ii) in accordance with its lease conditions pursuant to which it is authorised to operate the Airport;
  - (iii) in accordance with the law.

### **5 Obligations of the parties**

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#### **5.1 Users**

##### **5.1.1 Use of the Airport**

- (a) Use of the Airport is subject to, and Users must comply with (where applicable):
  - (i) all applicable laws and regulations including (but not necessarily limited to):

- (A) local flying restrictions including the requirements of the *Civil Aviation Act 1988 (Cth)*;
  - (B) the Civil Aviation Regulations;
  - (C) the *Air Navigation Act 1920 (Cth)*;
  - (D) the *Aviation Transport Security Act 2004 (Cth)*;
  - (E) the Air Navigation Regulations; and
  - (F) Airservices Australia publications such as Aeronautical Information Publications, En Route Supplements and NOTAM;
- (ii) directives on security of airports and aircraft issued by the Commonwealth Department;
  - (iii) reasonable instructions and directions from PAL; and
  - (iv) the Airport Procedures.
- (b) If there is any inconsistency or potential inconsistency between any of the things specified in clause 5.1.1(a), Users must:
    - (i) take all reasonable steps to avoid any inconsistency; and
    - (ii) if any such inconsistency cannot be avoided, prioritise compliance with clause 5.1.1(a) in descending order.

## 5.1.2 **Obligation to move or remove equipment, facilities or cease Activities**

- (a) PAL may, acting reasonably having regard to the circumstances, require a User to move or remove equipment or facilities or direct that the User cease carrying out certain activities, if, in the reasonable opinion of PAL, the User's equipment, facilities or activities will or may interrupt or compromise the safe and/or efficient operation of the Airport.
- (b) If a User fails to comply with a direction from PAL under this clause within the period specified by PAL then the User must pay PAL's costs incurred under this clause in moving or removing the equipment or facilities.
- (c) Users will indemnify and keep indemnified PAL from any Loss which PAL may pay, suffer or incur as a result of the interruption and/or compromise to the efficiency or safety of the Airport caused or to the extent contributed to by the User failing to comply with this clause.
- (d) In the exercise of the rights conferred on PAL pursuant to clauses 5.1.2(a), PAL will, whenever practicable, act in accordance with the Airport Operations Manual.
- (e) PAL is not liable for any Loss or damage suffered by the User caused directly or indirectly by PAL moving or removing the User's equipment or facilities except to the extent caused by PAL's negligence.

## 5.2 **Fly Neighbourly**

All Users are strongly encouraged to comply with PAL's Neighbourly Program (**Program**), which has been put in place to manage aircraft noise exposure around the Airport. The Program requires Users that are operating Aircraft (subject to Air Traffic Control and having regard to the prevailing conditions), to:

- (a) climb to operating heights as soon as possible;

- (b) maintain operating height;
- (c) reduce engine power as soon as possible;
- (d) follow the promulgated flight paths;
- (e) avoid residential areas if and where practicable;
- (f) not fly wide circuits – keep as narrow as possible; and
- (g) use low-powered descent approaches from the training area to reduce noise.

Users acknowledge that Airservices Australia operates the Air Traffic Control tower from daylight to dusk, seven days a week (see Parafield Airport Community Information on the Website). Outside the tower hours the Airport remains operational and pilots must make mandatory radio calls advising their position and intentions to other aircraft in the vicinity.

Users are expected to ensure their pilots adhere to the Program at all times when the aircraft is operational.

## 6 Interruptions and Shutdowns

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### 6.1 Planned and unplanned interruptions and shutdowns by PAL

- (a) **(Unplanned shutdowns)** PAL may close or be directed to close the Airport or part of the Airport or interrupt or shut down a service or facility at any time if required by law or if PAL believes it necessary to deal with an emergency (including without limitation an airport Security Incident). PAL will use all reasonable endeavours to:
  - (i) give Users reasonable prior notice of a closure or interruption in these circumstances, but Users acknowledges that in some circumstances this may not be possible; and
  - (ii) minimise the effect of any such unplanned closure, interruption or shutdown on Users.
- (b) **(Planned shutdowns)** PAL may close the Airport or part of the Airport or interrupt or shut down a service or facility at any time if PAL believes it necessary for repair, maintenance of the Airport Facilities, because of building or construction work occurring on the Airport or for the purposes of undertaking Airport exercises and training. In such cases, PAL will, wherever it is reasonably possible to do so:
  - (i) issue a NOTAM (if applicable);
  - (ii) give reasonable prior notice by publication on its website of such a closure or interruption; and
  - (iii) use reasonable endeavours to minimize the effect of any such closure or interruption upon Users.
- (c) PAL will not be liable for any Loss or damage Users may suffer as a direct or indirect consequence of a planned or unplanned closure, interruption or shutdown.

## 7 Moving Aircraft

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- (a) PAL may at any time, acting reasonably, direct a User to:
  - (i) move any aircraft to another position at the Airport; or

- (ii) remove an aircraft from the Airport at its cost, and within a specified time.
- (b) If a User does not comply with a direction under Clause 7(a) within the specified time, PAL may, after making reasonable attempts to contact the User to inform it of PAL's intent, move or remove the aircraft and dispose of it as it deems fit (subject to compliance with relevant laws in relation to the disposal of goods) and the User:
  - (i) must pay all of PAL's reasonable costs of having the aircraft moved or removed;
  - (ii) is liable for and must indemnify PAL, its officers, employees and agents against any personal injury, death, loss or damage caused or to the extent contributed to by its failure to comply with PAL's direction including losses arising from damage caused to any property in the detainment, or movement of the Aircraft; and
  - (iii) releases PAL from any claim it may have against PAL arising in connection with PAL taking action under this clause 7(b).
- (c) When moving Aircraft, and at all other times, no aircraft engine exhaust, jet blast, propeller or rotor wash shall be directed in such a manner as to jeopardise safety or cause injury, damage or hazard to any person, structure or property. If it is not possible to taxi aircraft without compliance with the above, then engine(s) must be shut down and the aircraft towed.

## **8 Information**

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### **8.1 Information to be provided to PAL**

Users must furnish to PAL, in such form as PAL may from time to time reasonably determine, information relating to the User's use of the Airport Facilities and airport services.

### **8.2 Collection of statistical information**

PAL collects statistical data for its business purposes, including to monitor growth in activity and efficiently manage the Airport and assist with future planning.

### **8.3 For occasional users**

If a User will use the Airport only once or occasionally and registration and ownership information of the Aircraft being used is not current with Airservices Australia then before an Aircraft arrives (or as soon as practicable after arrival) the User must complete and give PAL by email the information set out on the form in Schedule 4.

## **9 Fees**

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### **9.1 General**

- (a) PAL charges Fees as set out in the Schedule of Fees in consideration for the supply of Aeronautical Services and access to the Airport Facilities.
- (b) Any services that are provided by third parties are the responsibility of the User and any fee for the provision of such services is payable directly to the third party providing such services.

### **9.2 Parking Fees**

Users that utilise the Airport for Aeronautical Services may, depending on the terms of any contractual arrangements in place between the parties concerning such usage, be required to pay Parking Fees.

## 9.3 Fee reviews

### 9.3.1 Annual Fee Adjustment

Each of the Fees will be varied annually as at 1 July (**Adjustment Date**) in direct proportion to any increase in CPI for the 12 month period between CPI for the December quarter ending immediately before the Adjustment Date and CPI for the December quarter ending immediately before the Adjustment Date in the immediately preceding year.

### 9.3.2 Fee Review

- (a) Fees may be reviewed and adjusted in accordance with this clause 9.3.2. AAL will endeavour to give Users 6 months' notice of its intention to conduct a Fee Review subject to Clause 9.3.2(d).
- (b) Any Fee review will be undertaken and determined having regard to the pricing model which PAL uses to reset the Fees and any other relevant factors as determined by PAL after consultation with users of the Airport. The review and determination will also consider changes in actual and/or forecast numbers for the following pricing variables, namely:
  - (i) aircraft movement numbers and landed tonnes at the Airport;
  - (ii) capital (CAPEX) costs in relation to any relevant infrastructure and facilities;
  - (iii) operational (OPEX) costs in relation to any relevant infrastructure and facilities; and
  - (iv) weighted average cost of capital to the extent of changes in the benchmark rate which PAL originally used to set the Landing Fees.
- (c) PAL will adjust the Fees on 1 July in the relevant year of the Fee Review (**Review Date**)
- (d) PAL may undertake a further Fee Review in the event that there is a significant change in any of the assumptions or facts taken into account in determining the Fees at the immediately preceding Review Date including (without limitation) the following circumstances:
  - (i) PAL is required to undertake a major investment in infrastructure or services;
  - (ii) there is a change in timing for delivery of any major investments;
  - (iii) there is a significant change in actual and/or forecast capital cost (CAPEX); or
  - (iv) a change in law occurs; or
  - (v) a Material Adverse Event occurs.

9.3.3 PAL will provide three (3) months' notice of any changes to the Schedule of Fees prior to the next Adjustment Date, by publishing the amended Schedule of Fees on the PAL Website. The new Schedule of Fees set out in that notice will take effect from the Adjustment Date specified in that notice. In addition, PAL will endeavour to (but without any obligation to do so) notify Users by email or other means of the changes to the Schedule of Fees to apply from the next Adjustment Date.

## 9.4 Invoicing and Payment

- (a) Invoices for the Fees are prepared on a monthly basis.
- (b) The invoice will detail the Fees incurred.

- (c) A statement of account will also be issued monthly giving details of current invoices, amounts overdue for payment, cash receipts, account adjustments and outstanding balance.
- (d) Payment of all invoices is required 28 days from date of invoice (**Due Date**).
- (e) Any delay in issuing an invoice does not affect the obligation to pay Fees but will (or may) affect the Due Date. In some circumstances, PAL may issue more than one invoice in relation to the same period (or part of a period).
- (f) Payment of an account can be made by direct deposit payable into PAL's bank account or by credit card.
- (g) The User is not permitted to make or claim any set-off against or deduction from the Amount Owning.

## 9.5 Payment default

- (a) PAL may charge interest on any Fees which have not been paid:
  - (i) by the Due Date;
  - (ii) otherwise in accordance with any written agreement for payment made between PAL and the User.
- (b) Interest is calculated on a daily basis from the Due Date until the date for payment of the Fees (both dates inclusive) at the Interest Rate. Interest must be paid by the User at the same time as the Fees to which the interest payment relates.
- (c) PAL may recover from the User any reasonable costs of recovering any unpaid Fees including, without limitation, any reasonable legal fees on a full indemnity basis.
- (d) Subject to law and any restrictions in the Lease PAL may refuse access to the Airport to all or any Aircraft under the control of a User where:
  - (i) The User has failed to pay PAL any amount due and payable to PAL by the Due Date;
  - (ii) such amount remains outstanding; and
  - (iii) there is no legal impediment to PAL taking such action.
- (e) A material breach of a term or a breach of a condition by a User under any contractual agreement with PAL (including these Terms) will constitute a breach under all agreements between PAL and the User including these Terms and permit PAL to take any action permitted by law or the agreement that has been breached.

## 9.6 Disputing an invoice

- (a) If a User disagrees with an invoice or asserts that an invoice contains an error then the User must, within seven (7) days of notification to PAL of the asserted disagreement or discrepancy (or forthwith upon PAL having submitted a written request to the User), provide PAL copies of all the necessary registration particulars of the User involved to enable verification by PAL of the particulars of the flights of such Aircraft landing at the Airport during the relevant period and such further or other information as PAL may reasonably require for the purpose unless alternative arrangements for resolving any such disagreement or discrepancy have been agreed in writing between the User and PAL. This provision also applies to the furnishing of copies of extracts from aircraft flight manuals to enable verification of aircraft weight.

- (b) Prompt advice of problems will assist in ensuring that any necessary adjustments can be made.
- (c) Every effort will be made to settle disputes regarding accounts and if necessary adjust accounts prior to the next invoicing period so that the next statement and invoice will be in order and correct.
- (d) If a dispute in relation to an invoice cannot be resolved under this clause 9.6, it must then be resolved under clause 20.

## **10 Security for payment of Fees**

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### **10.1 Election between a lien or a Bank Guarantee**

- (a) Subject to clause 10.3(f) and PAL's right to require a Bank Guarantee to be provided under clause 10.3(a), as security for payment of Fees, a User may elect to either:
  - (i) grant PAL a lien in accordance with clause 10.2; or
  - (ii) provide PAL with a Bank Guarantee in accordance with clause 10.3.
- (b) Unless PAL holds, and continues to hold, a Bank Guarantee from a User in accordance with clause 10.3, then, by using the Airport the User is deemed to have granted in favour of PAL a lien in accordance with clause 10.2.

### **10.2 Lien**

- (a) In addition to any security interest that arises in favour of PAL under a law of the Commonwealth, a State or a Territory of Australia or by operation of the general law, the User grants to PAL a lien:
  - (i) over each Aircraft in PAL's possession or under PAL's control within the meaning of clause 10 of these Terms as security for:
    - (A) the payment now or in the future by the User of the Fees, including without limitation, all fees, charges, moneys and liabilities due to PAL under these Terms in respect of all Aircraft used by the User and whether or not invoiced by PAL; and
    - (B) the payment now or in the future by the User of any other amount payable by the User to PAL for any reason; and
  - (ii) such lien is immediately created upon any Fees or other amount falling due and payable by the User under these Terms (in the case of Fees), or otherwise when any other amount falls due and payable by the User.
- (b) PAL shall not, in exercising its lien, including but not limited to the exercise of any power of sale, be liable or responsible for any neglect, Loss or damage to or in respect of any Aircraft howsoever caused.
- (c) PAL shall have a power of sale in respect of any Aircraft subject to the lien and for that purpose PAL shall have power to carry out maintenance and repairs to the Aircraft and incur costs referable to the sale of the Aircraft. Any costs incurred by PAL pursuant to this clause will be recoverable from the User and are also secured by way of the lien established pursuant to clause 10.2(a) and any other lien in favour of PAL however the same is established.
- (d) The User agrees to promptly execute such documents as PAL reasonably requires to perfect such lien and if the User fails to do so within 14 days of request from PAL then

the User irrevocably appoints PAL and each director and officer of PAL (each an Attorney) jointly and severally as its attorney in the name of the User and on its behalf to do everything necessary or expedient to:

- (i) execute and deliver any documents, instruments, certificates, applications or forms; and
- (ii) represent the User before any governmental entity, agency, department or public authority in Australia including, without limitation, the Civil Aviation Safety Authority, Airservices Australia, the Commonwealth Department and the Australian Border Force,

in order to give effect to any lien in favour of PAL in respect of the payment of the Fees and in respect of the exercise of any rights granted in favour of PAL by clause 10 of these Terms

- (e) The User agrees, at its cost in all things, to do anything (such as ratifying action of the Attorney, obtaining consents, signing and producing documents, getting documents completed and signed, and supplying information) which PAL asks and considers required for the purposes of ensuring that the lien is enforceable, perfected and otherwise effective to the maximum extent possible so as to secure payment to PAL of the Fees.
- (f) Users acknowledge and agree that an Aircraft shall be in the possession and control of PAL for the purposes of clause 10.2(a) if the Aircraft is situated at the Airport or otherwise in the possession, custody or control of PAL.

## 10.3 Bank Guarantee

- (a) A User may (and must if required by PAL by written notice) provide PAL with a Bank Guarantee as security for payment of moneys owing to PAL, including in respect of the Fees.
- (b) If a User provides PAL with a Bank Guarantee pursuant to this clause 10.3 (whether because it is offered by the User, or if it is required by PAL), and which Bank Guarantee continues to comply with this clause 10.3, then:
  - (i) such Bank Guarantee is provided as substitute security for the lien which is otherwise conferred by a User in favour of PAL pursuant to clause 10.2, and any lien previously held by PAL will lapse and be of no force or effect;
  - (ii) PAL may make demand on the Bank Guarantee or any part of it if any amount/s (including but not limited to Fees) required to be paid to PAL remain unpaid by the due date; and
  - (iii) PAL is not required to give notice to the entity the subject of the guarantee prior to calling on a Bank Guarantee.
- (c) The amount of the Bank Guarantee to be provided will be determined by PAL in its absolute discretion but will, subject to any other matters that PAL considers relevant, be calculated on the basis of the amount PAL determines likely to be incurred by a User over a six-month period.
- (d) If User's usage of the Airport changes or outstanding invoices exceed payment terms PAL may, by written notice, require a further Bank Guarantee to be provided such that the total amount of all Bank Guarantees in favour of PAL equals the amount of that notice, or a replacement Bank Guarantee in the amount of that notice.
- (e) PAL may give more than one notice under clause 10.3(d) but may not give more than one notice in any three-month period.

- (f) If:
  - (i) PAL makes a demand on the Bank Guarantee or any part of it;
  - (ii) the amount of the Bank Guarantee is at any time less than the amount required to be provided in accordance with clause 10.3(c) (and/or clause 10.3(d) if PAL has given notice under that section); or
  - (iii) the Bank Guarantee expires,

then, the User must provide PAL with a replacement Bank Guarantee which in all respects complies with these Terms and pending provisions of the replacement Bank Guarantee, the User hereby confers in favour of PAL the lien in accordance with clause 10.2.

## **11 Goods and Services Tax (GST)**

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### **11.1 Consideration inclusive of GST**

- (a) Where the consideration payable by a User under or in connection with a supply by PAL pursuant to these Terms is specifically stated to be inclusive of GST (for example, the prices shown in the Schedule of Fees), clauses 11.3 and 11.4 do not apply.
- (b) If there is any increase or decrease in the GST rate after the commencement of these Terms, the GST inclusive consideration payable for that supply shall be increased or reduced accordingly so that after remitting GST, the amount retained by PAL shall be the same as the amount retained by PAL immediately prior to the increase or decrease in the GST.

### **11.2 Consideration exclusive of GST**

Subject to clause 11.1, the consideration payable by a User under or in connection with these Terms is exclusive of GST.

### **11.3 Additional amount on account of GST**

If any supply by PAL to the User under or in connection with these Terms is subject to GST, the User will pay an additional amount on account of GST calculated by multiplying the consideration for the supply by the prevailing GST rate.

### **11.4 Timing of additional amount**

Any additional amount on account of GST must be paid by the User to PAL without deduction or set-off and is payable by the User to PAL at the same time and in the same manner as the consideration for that supply is payable under these Terms.

### **11.5 Tax Invoice**

If PAL makes a supply to a User which is subject to GST, the invoice which PAL shall issue pursuant to these Terms will be in the form of a tax invoice.

### **11.6 Reimbursements**

Where an amount is payable on account of an indemnity or right to reimbursement for costs or expenses incurred such amount will be reduced by the amount of any input tax credit associated with the cost or expense and the party seeking reimbursement must provide a valid tax invoice with its request.

## **12 Airport security and emergency provisions**

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### **12.1 Airport Security**

- (a) PAL is responsible for the Airport security arrangements and activities under the *Aviation Transport Security Act 2004* (Cth), the *Aviation Transport Security Regulations 2005* (Cth) and any Commonwealth Department instruments or directions and additional security measures which may be imposed on PAL by any competent authority from time to time.
- (b) The Commonwealth Department is the regulatory authority for the Airport and may impose on PAL certain security requirements.
- (c) Both Users and PAL must comply with any Commonwealth Department security requirements for the Airport.

### **12.2 Aviation Security Identification Card (ASIC)**

- (a) Users of the Airport are not required to hold an ASIC at the time of publication of these Terms.
- (b) If at any time, Users of the Airport are required by law to hold an ASIC, the User and its employees must apply to AusCheck for an ASIC before they will be permitted to access and use restricted areas and controlled areas of the Airport.
- (c) If required, the User and its employees, agents and contractors must display the ASIC in accordance with the *Aviation Transport Security Regulations 2005* (Cth) at all times while at the Airport and must produce it for inspection by PAL or by any other lawful authority at any time.

### **12.3 Airport exercises and training**

- (a) PAL conducts Airport emergency and security exercises from time to time which includes training for a User and its employees, agents and contractors on a variety of Airport related activities and procedures (which includes security and emergency procedures).
- (b) PAL will give a User reasonable prior notice of when these exercises and training will be conducted in accordance with clause 6.1(b).
- (c) PAL strongly recommends that a User sends a representative and any new employees to these exercises when requested by PAL. The User and its employees must participate in these exercises if PAL asks it to.

### **12.4 Building or construction works in restricted or controlled areas**

- (a) If required, before a User may undertake any construction or modifications to buildings or other structures on the Airport which are on restricted or controlled areas or which may impact the security of restricted or controlled areas of the Airport, the User must first have security clearance from the Commonwealth Department and PAL.
- (b) Where reasonably necessary, PAL may direct that the User has security personnel supervising any building or construction work in restricted or controlled areas at all times. PAL may invoice Users for the reasonable costs and expenses (on a full recovery basis) of such security personnel.
- (c) In addition, PAL, the Commonwealth Department and any lawful authority may supervise building or construction work in restricted or controlled areas of the Airport.

- (d) In performing any building work on the Airport, Users must also comply with the *Airports (Building Control) Regulations 1996 (Cth)*.
- (e) If there is a failure in security or a breach of PAL security requirements PAL may take any reasonable action necessary to re-secure the User's leased area or access pathway at the User's expense until such time as the area is re-secured.

## **13 Safety and Security Incidents**

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### **13.1 Notification of Safety or Security Incidents**

If a User or any of its employees, agents, officers or contractors becomes aware that an incident impacting (or which might be reasonably expected to impact) safety or security at the Airport has occurred the User must immediately notify and provide to PAL details of the circumstances of such incident (which includes, without limitation, an incident or circumstance relating to the security of PAL's data, any accident that has occurred, any defect or want of repair in any improvements, fixtures, fittings at the Airport, which the User should be aware may cause any danger, risk or hazard to the Airport, PAL, other Users or a member of the public). Users are required to give notice under this Clause irrespective of whether the User is or isn't responsible or has contributed to or otherwise been involved in the incident.

## **14 Indemnities and releases**

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### **14.1 User's risk**

Subject to this Clause, Users use the Airport at their own risk.

### **14.2 User to indemnify PAL**

Except to the extent of PAL's negligent acts, omissions or defaults, the User is liable for and indemnifies PAL against liability or Loss arising from, and costs incurred in connection with:

- (a) breach of these Terms by the User, including the Loss or damage that results from PAL exercising its right to terminate these terms applicable to the User or PAL's termination of the Users use of the Airport;
- (b) damage, Loss (to person or property), Injury caused or to the extent contributed to by the User's act, negligence or default or its respective employees, officers, contractors and agents to the extent of such cause or contribution;
- (c) damage, Loss, Injury caused or to the extent contributed to by the User bringing onto or storing at the Airport dangerous or contaminating substances;
- (d) PAL doing anything which the User must do under these Terms but have not done (within a reasonable period of time after receiving notice to do so);
- (e) the overflow or leakage of water into or from any area at the Airport that the User uses or fire on or from any area at the Airport that the User uses;
- (f) PAL's exercise of the right to detain, move or remove the User's aircraft;
- (g) any claims by third parties arising out of Injury of any person or damage to property caused (either directly or indirectly) as a result of the User's use of the Airport and the legal and other costs incurred by PAL in connection with any such claim; and
- (h) any breach or non-compliance with any law, regulation or statutory requirement in relation to the environment or environment protection to the extent caused or

contributed to by the User including (without limitation) the overflow, spill or leakage of any fuel, oil or other waste product of any description whatsoever.

## 14.3 Users to release PAL

Users release PAL from, and agree that PAL is not liable for, liability or Loss arising from, and cost incurred in connection with:

- (a) damage, Loss, injury (to person or property) or death unless it is caused or to the extent contributed to by PAL's act, negligence or default or an act, negligence or default of PAL's employees or agents; and
- (b) anything PAL is permitted or required to do under these Terms unless the liability or Loss is caused by PAL's negligence or default or the act, negligence or default of PAL's employees or agents.

## 14.4 Survival of indemnities

The indemnities and releases in these Terms are a continuing obligation, separate and independent from the other obligations of the parties and survive termination of these Terms for whatever reason.

## 14.5 Enforcement of indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by these Terms.

# 15 Insurances

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## 15.1 User's insurances

Users must, in connection with its use of the Airport, maintain with insurers that comply with Clause 15.2(c) the following insurances:

- (a) Aviation Hull, Third Party, Passenger, Cargo and Mail Liability and Premises Liability including War Third Party Liability (AVN52E) for an amount of not less than the amounts specified in the table set out in Schedule 6 for any one occurrence or such higher level of insurance cover that a prudent airline or Aircraft Operator would ordinarily take out and maintain but in respect of AVN52E any one occurrence and in the annual aggregate; and
- (b) other insurances which are required by law in connection with the User's use of the Airport or which a prudent airline, Users would ordinarily take out.

## 15.2 Additional obligations

Users must:

- (a) provide PAL with a copy of the Certificate of Currency of any insurance required under Clause 15.1 within five (5) Business Days of PAL having made a written request for the Certificate of Currency;
- (b) notify PAL immediately if an insurance policy required by clause 15.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the User's use of the Airport; and
- (c) procure the insurances required under clause 15.1 from insurers with a Claims Paying rating of not less than A- by Standard & Poor's (or similar rating agency).

## 15.3 PAL insurances

PAL must maintain an Airport Operator's liability insurance policy with a limit on indemnity of not less than the amount required by the Commonwealth of Australia (as landlord) under the airport lease.

## 15.4 Claims on insurances

A User may not enforce, conduct, settle or compromise claims under any insurance policy required by these Terms, even if that policy also covers other property, if the claim relates to the User's use of the Airport without PAL's prior written approval which shall not be unreasonably withheld.

## 15.5 Acts affecting insurances

A User must not do anything which may adversely affect rights under any insurance or which may increase an insurance premium payable in connection with its use of the Airport, unless the User:

- (a) first obtains PAL consent (which consent shall not be unreasonably withheld); and
- (b) does not prejudice the insurance policy or coverage in any respect; and
- (c) pays any additional premium in respect of any risk to PAL that may be incurred as a result of their actions.

## 15.6 Naming PAL and Commonwealth of Australia as Additional Insureds on insurance policies

The User must name:

- (a) PAL and its related bodies as defined in the Corporations Act (2001) (cth);
- (b) the Commonwealth of Australia; and
- (c) other parties (when requested),

as Additional Insureds and ensure a Cross Liability Clause is included in the insurance policies specified in clause 15.

## 16 Confidential Information

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### 16.1 Acknowledgment

Each party will use its best endeavours to keep any Confidential Information of the other party secure and private.

## 17 Privacy and data protection

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### 17.1 PAL's Rights

Without limiting the effect of any privacy collection notice provided by PAL to the User, the User acknowledges and agrees that PAL may and will collect, use and handle Personal Information as described in and in accordance with its privacy policy at [www.adelaideairport.com.au/privacy/](http://www.adelaideairport.com.au/privacy/).

## 17.2 User Consent

The User consents to PAL handling all Personal Information provided to PAL in connection with these Terms by or on behalf of the User in accordance with clause 17.1.

## 17.3 User Acknowledgments

The User acknowledges and agrees that:

- (a) it will comply with the Privacy Act in respect of all Personal Information handled by the User in connection with these Terms (even if it would not otherwise be required to do so at law);
- (b) in respect of Personal Information provided to it by or on behalf of PAL under these Terms, the User must:
  - (i) use and disclose that Personal Information only for the purposes of these Terms;
  - (ii) not transfer or disclose any of the Personal Information outside of Australia without the prior written consent of PAL; and
  - (iii) at PAL's request, promptly update, cease using, de-identify and/or delete any such Personal Information;
- (c) without limiting its obligations under clause 17.3(a), it must, if providing the Personal Information of someone other than itself to PAL, take all reasonable steps to ensure that the relevant individual has consented to that disclosure and is aware of the information (including the content of the privacy policy and privacy collection notices) described in clause 17.1;
- (d) it will promptly comply with all reasonable directions of, and all privacy related policies and procedures notified to it by, PAL, including those which PAL considers necessary to assist PAL to comply with its obligations under the Privacy Act or Privacy Legislation.

## 17.4 Incident reporting

- (a) Each party shall promptly report to the other party any suspected or actual Eligible Data Breach or any security breach (including any misuse, interference or loss of, or any unauthorised access, modification or disclosure) affecting Personal Information provided to it by or on behalf of that other party in connection with these Terms.
- (b) Subject to clause 17.5 below, a party shall use diligent efforts to remedy any incident referred to in clause 17.4(a) in a timely manner and provide all information about the incident reasonably required by the other party to assist that other party in its compliance with the Privacy Act or Privacy Legislation.

## 17.5 Eligible Data Breach

In the event of a data breach that PAL has reasonable grounds to suspect or believe is an Eligible Data Breach either of PAL and/or of a User, then, to the extent permitted by law and without limiting the User's other obligations under these Terms, PAL may by written notice to the User:

- (a) assume control of any assessment, remedial action, preparation of a statement and/or notification processes required under the Privacy Act in respect of that Eligible Data Breach; and
- (b) require the User not to undertake such assessment, remedial action, preparation of a statement and/or notification and to instead rely on the steps taken by PAL in

connection with those actions in accordance with the relevant provisions in the Privacy Act.

## **18 Force Majeure Event**

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### **18.1 Non-Performance**

Non-performance by either PAL or a User of any of their respective obligations in accordance with these Terms will be excused during the time and to the extent that performance is prevented wholly or in part, by a Force Majeure Event.

### **18.2 Notice of Effect of Force Majeure Event**

The party claiming the benefit of clause 18.1 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 Terms and the likely duration of such non-performance; and
- (b) take all reasonable steps to remedy or abate the Force Majeure Event.

### **18.3 Performance to Resume**

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

### **18.4 No Prejudice**

The non-performance of obligations pursuant to this clause 18 will not prejudice the rights of either party against the other in respect of any matter occurring prior to the Force Majeure Event.

## **19 Notices**

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### **19.1 Sole Point of Contact and Form of notice**

The point of Contact for all enquiries, notifications and service of formal notices for PAL is:

General Manager  
Parafield Airport Limited  
Building 18  
Tigermoth Lane  
PARAFIELD AIRPORT SA 5108

PO Box 652  
SALISBURY SA 5108

E-Mail – [parafieldairport@aal.com.au](mailto:parafieldairport@aal.com.au)

Phone - +61 8 8307 5700

### **19.2 Delivery of notices**

Notices to PAL must be:

- (a) left at the address set out hereunder; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out hereunder; or
- (c) transmitted by email; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed email address, then the communication must be to that new address or email address.

### 19.3 **When effective**

Subject to clause 19.4, notices take effect from the time they are received unless a later time is specified.

### 19.4 **Receipt – post**

If sent by post, notices are taken to be received:

- (a) four (4) days after posting if sent to and from a place within Australia; or
- (b) 14 days after posting if sent to or from a place outside Australia.

### 19.5 **Receipt – email**

If transmitted by email, notices are taken to be received at the time and date recorded on the email on the date of transmission, provided that the sender does not receive an automated notice that the email was not delivered.

### 19.6 **Receipt – general**

Despite clauses 19.4 (Receipt – post), and 19.5 (Receipt – email), if notices are received after 5pm in the place of receipt or on a day that is not a Business Day, then the notice is to be taken to be received at 9am on the next Business Day.

## 19.7 Requirement to send a separate copy of a notice to PAL's legal department

- (a) Any notice given, or required to be given, under these Terms must also be given to PAL's legal department using one or more of the following methods of delivery:
  - (i) By post, to:
    - (b) Adelaide Airport Limited
    - Attn: Legal, Management Centre,
    - 1 James Schofield Drive
    - South Australia 5950, Australia
  - (i) By email, to:
    - companysecretary@aal.com.au
- (c) Unless and until a copy of a notice given, or required to be given, under these Terms is also given in accordance with clause 19.7(a) then such notice is taken not to have been given unless and until the party giving notice also does so in accordance with clause 19.7(a).

## 20 Dispute Resolution

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Any disputes that arise between PAL or a User that cannot be settled between the parties within a reasonable period (other than disputes entitling a party to proceed for equitable relief) shall be settled as follows:

- (a) either party must submit a 'notice of dispute' to the other party setting out all reasonable details and particulars of the dispute;
- (b) the parties must meet within five (5) Business Days of the date of receipt of the notice of dispute and attempt to resolve the dispute on a mutually acceptable basis and for such purpose each party shall nominate a representative authorised to deal with the dispute;
- (c) if the dispute is not resolved within five (5) Business Days of the first meeting held pursuant to clause 20(b) then the dispute shall be referred to the Managing Director of PAL and the Managing Director of the User (or persons holding substantially the same office or position) who shall use their reasonable endeavours to resolve the dispute on a mutually acceptable basis; and
- (d) if the dispute is not resolved within five (5) Business Days of referral to the Managing Directors (as the case may be) of the parties pursuant to clause 20(c) then the parties shall be entitled to pursue or enforce all of their legal rights and remedies in respect of the subject matter of the dispute.

## 21 Governing law and jurisdiction

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- (a) These Terms are governed by the laws of South Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of South Australia or the Federal Court (Adelaide Registry) and courts competent to hear appeals from those Courts.

## Schedule 1

### 1 Definitions

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1.1 In these Terms, unless the contrary intention applies:

**Aeronautical Services** means the services for the time being and from time to time declared as aeronautical services and facilities pursuant to or for the purposes of the *Airports Regulations 1997* (Cth), including as described in Schedule 2.

**Air Navigation Regulations** means regulations made under and pursuant to the *Air Navigation Act 1920* (Cth);

**Aircraft** means and includes fixed wing aircraft, helicopters, balloons powered or un-powered and, their parts and accessories, equipment and stores;

**Aircraft Operator** means 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 PAL, operates that Aircraft when it arrives at or departs from the Airport (as the case may be);

**Aircraft Owner** means that person named on the Certificate of Registration of the Aircraft;

**Aircraft Register** means the register of Australian Aircraft established pursuant to Part 47 of the Civil Aviation Safety Regulations;

**Airport** means the physical site known as Parafield Airport and all adjacent lands and roads leased, operated or controlled by PAL from time to time and as described in the Memorandum of Lease granted to PAL by the Commonwealth;

**Airport Emergency Plan** means a plan developed by PAL to co-ordinate all agencies (and their individual airport emergency procedures) and State or area supporting plans for dealing with an Airport emergency;

**Airport Facilities** means the buildings, water and electrical services, ramp areas, plant, fixed equipment and other fixed items located at the Airport and leased, owned, operated or controlled by PAL;

**Airport Master Plan** means, if relevant, a plan as detailed in Part 5 Division 3 of the *Airports Act 1996* (Cth);

**Airport Operations Manual** means a manual required under the Civil Aviation Safety Regulations in respect of a licensed airport setting out, in the approved form, particulars of and operating procedures for the Airport;

**Airport Procedures** means the policies, procedures, manuals and plans relevant to the Use of the Airport (or any associated purpose) published by PAL (whether online or in print) as updated from time to time, which shall include (but not be limited to) those documents specified in Schedule 3;

**Airside** means 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 on International Civil Aviation;

**Amount Owing** means the Fees including, without limitation, all charges, moneys and liabilities due to PAL under these Terms;

**ASIC** means Aviation Security Identification Card;

**Attorney** means PAL and any director or officer of PAL appointed an attorney pursuant to clause 10.2(d);

**Bank** means an 'authorised deposit-taking institution' or 'ADI' as those terms are used in the *Banking Act 1959* (Cth);

**Bank Guarantee** means a guarantee which:

- (a) is issued in favour of PAL by a Bank;
- (b) is enforceable, irrevocable, continuing and unconditional;
- (c) requires the Bank to pay to PAL any amount demanded up to the full amount of the Bank Guarantee without reference to the User, even if that party has notified the Bank that it should not make payment;
- (d) has no expiry date, or has an expiry date no less than three years from the date of issue;
- (e) is for an amount calculated in accordance with clause 10.3(b); and
- (f) is otherwise in a form acceptable to PAL,

whereby the Bank undertakes to pay to PAL, on demand, any sum demanded by PAL which does not exceed the amount of the demand;

**Business Day** means a day other than a Saturday, Sunday or public holiday on which Australian Banks are open for general banking business in South Australia;

**Certificate of Registration** means a certificate issued pursuant to Part 47 of the Civil Aviation Safety Regulations;

**Civil Aviation Regulations** means the *Civil Aviation Regulations 1988* (Cth);

**Civil Aviation Safety Regulations** means the *Civil Aviation Safety Regulations 1998* (Cth);

**Claim** means and includes any action, proceeding, demand, cost, charge and expense of whatsoever kind or nature;

**Commonwealth Department** means the Australian Commonwealth Government Department with the portfolio of responsibilities relating to Airports;

**Confidential Information** means any and all information (whether received before or after the commencement of the operation and effect of these Terms) that;

- (a) is by its nature confidential or proprietary; or
- (b) the party receiving it (the recipient) knows or ought to know that it is confidential or proprietary.

**CPI** means the Consumer Price Index (All Groups) weighted average of 8 Capital Cities published from time to time by the Australian Bureau of Statistics or by the Commonwealth of Australia or by any other body authorized by the Commonwealth of Australia to do so;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Cross Liability Clause** means a clause which obliges an insurer to protect each insured, including a Co-insured, as if a separate policy had been issued to each of them;

**Due Date** has the meaning given to it in clause 9.4(d);

**Eligible Data Breach** has the same meaning as it does under the Privacy Act;

**Fees** means any and all fees and charges, however described, payable pursuant to, and calculated in accordance with, the Schedule of Fees together with any other amounts that are payable to PAL under these Terms;

**Force Majeure Event** means in relation to either the Airport or airline, acts of God, acts of any governmental or national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, pandemic or epidemic;

**General Aviation** means any use of freight, rotary flying, fixed wing Aircraft for commercial and non-commercial purposes, other than Passenger Transport;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Injury** includes injury, sickness and death;

**Interest Rate** means 2% above the 3-month end of day bank accepted bills (BABs)/negotiable certificates of deposit (NCDs) rate (known as EOD 3-month BABs/NCDs) as published by the Reserve Bank of Australia on the relevant date;

**Landing Fee** means the fee described as the 'Landing Fee' in the Schedule of Fees;

**Loss** means and includes direct loss, indirect loss, consequential loss, loss of profits, damage, including damage to business, any reference to the making of payment by PAL and a reference to the incurring of any expense by PAL;

**Material Adverse Event** means an unexpected event or combination of events which are not within the control of PAL and which has a material adverse effect on PAL, including (without limitation) an event or combination of events which has, or is reasonably expected to have, any of the following effects:

- (a) a reduction in total passenger numbers of at least 20% below the passenger forecasts (as at the most recent Review Date) over a six (6) month period; or
- (b) an increase in annual Operating Expenses of more than 25% above the forecast Operating Expenses (as at the most recent Review Date); or
- (c) a combination of the impacts specified in paragraphs (a) and (b) which individually are less severe than the limits specified in those paragraphs but which in aggregate are sufficiently severe as to adversely affect the short-term liquidity and solvency of PAL.

**Maximum Take-Off Weight** or **MTOW** means in relation to an Aircraft, the weight set out in the certificate of airworthiness of, or the flight manual for, the Aircraft as the maximum take-off weight for the purposes of the Civil Aviation Regulations;

**NOTAM** means a Notice to Airmen and has the same meaning as it does in the Civil Aviation Safety Regulations;

**Operating Expenses** means all items of expenditure by PAL in providing the Aeronautical Services and Airport Facilities and which are classified as operating expenses under the Australian Accounting Standards applicable to PAL;

**PAL** means Parafield Airport Limited ABN 68 075 176 608 and, where the context otherwise permits or requires the related operations of PAL, any related corporation of it authorised to provide the Aeronautical Services, Airport Facilities and Government Mandated Services;

**Parking Fees** means the fee for parking of an Aircraft at the Airport, being the relevant fee described in the Schedule of Fees;

**Passengers** (if applicable) means a passenger using the Airport;

**Personal Information** has the same meaning as it does under the Privacy Act;

**Privacy Act** means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles;

**Privacy Legislation** means any other privacy related statutes, regulations, standards, by-laws, ordinances, subordinate legislation, industry codes of conduct and any government order, decree or other instrument which a party is required to comply with at law, other than the Privacy Act;

**Schedule of Fees** means the most recent version of the document entitled 'Schedule of Aeronautical Fees' as published on the Website from time to time;

**Terms** means these Parafield Airport Terms of Use;

**Use of the Airport** means the use by an Aircraft of the Airport and includes, but is not limited to, landing, take-off or parking and discharging or taking on passengers and/or cargo.

**User** means Aircraft Operators and Aircraft Owners that use the Airport.

**Website** means the website located at 'www.parafieldairport.com.au' or any replacement website operated by PAL.

## 2 Interpretation

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In these Terms, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include the other genders;
- (b) other grammatical forms of defined words or expressions have corresponding meanings;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or a schedule or annexure to this document and a reference to this document includes any schedules and annexures;
- (d) a reference to a document or instrument, including this document, includes a reference to that document as amended, novated, altered, supplemented or replaced from time to time;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (f) a reference to time is to Adelaide, Australia time;
- (g) a reference to a party includes its executors, administrators, successors and permitted assigns and persons to whom this document is novated;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (m) headings and recitals are for ease of reference only and do not affect interpretation.

## Schedule 2

### Aeronautical Services and Airport Facilities

- 1 Aeronautical Services and Airport Facilities that PAL provide (this is an exhaustive list):
  - (a) Airfield and landside services and facilities being:
    - (i) airside grounds, airside roads, runways, taxiways and aprons; and
    - (ii) airfield and airside lighting;
    - (iii) airside safety, security services and facilities;
    - (iv) aircraft parking sites;
    - (v) wayfinding on the airfield including visual aids;
    - (vi) aircraft refuelling infrastructure;
    - (vii) utilities and other services to support airfield operations;
    - (viii) potable water;
    - (ix) ground power;
    - (x) wildlife hazard management;
    - (xi) apron floodlighting; and
    - (xii) access roads and facilities in landside areas (including lighting).
  - (b) For the avoidance of doubt, no other facilities or services are provided as at the commencement date of these Terms.

## **Schedule 3**

### **Airport Procedures**

- Airport Operations Manual, including all associated documents, for example:
  - Airport Emergency Plan
  - Safety Management System
  - Wildlife Hazard Management Plan
  - Parafield Airport Airside Vehicle Control Handbook
- Parafield Airport Site Rules and Conditions for Contractors – a copy is available on the Website
- Parafield Airport Airside Operating Conditions for Contractors- a copy is available on the Website
- Parafield Airport Security Guide - a copy is available on the Website

## Schedule 4

### Parafield Airport Notification of Aircraft Details

This form is only applicable to aircraft that do not have current registration and ownership information supplied to Airservices Australia. Before completing this form please read the notes below.

<b>Aircraft Registration:</b>	
Aircraft Type:	
<b>Certificate of Registration of Holder</b>	
Name:	
Address:	
Telephone: ( )                      Fax: ( )                      email:	
<b>Owner: (if different to Certificate of Registration Holder)</b>	
Name:	
Address:	
Telephone: ( )                      Fax: ( )                      email:	
<b>Operator:</b>	
Name:	
Address:	
Telephone: ( )                      Fax: ( )                      email:	
Effective Dates of Operation:	
From –	
To -	
<b>Signature of person completing this form</b>	
.....	
<b>Certificate of Registration Holder/Owner/Operator</b> (Delete whichever is not applicable)	

**Note:**

All Fees are fixed and recoverable as a debt due to Parafield Airport Limited (PAL) under the *Aerodrome Fees Act 1998* (SA).

PAL holds the person(s) named on the Certificate of Registration and the Aircraft Operator jointly and severally liable for the payment of all Fees, interest and costs incurred by an Aircraft Operator using the Aeronautical Services, Airport Facilities and (if applicable) Government Mandated Services.

Please refer to clause 9 of the Terms regarding Fees and payment of Fees.



## Schedule 6

### Insurance Policy Requirements

These requirements are prescribed in accordance with clause 15.1:

Group / Classification		Third Party Liability
		Combined single limit for third party liability for any one accident/incident occurrence to be not less than:
<b>Fixed Wing Aircraft</b>		
1	10,000kg MTOW or less	AU\$25,000,000
2	10,001kg – 28,000kg MTOW	AU\$60,000,000
3	28,001kg – 100,000kg MTOW	AU\$200,000,000
4	100,001kg – 170,000kg MTOW	AU\$500,000,000
5	170,001kg MTOW and above	AU\$1,000,000,000
<b>Helicopters</b>		
1	Up to two passenger seats	US\$8,000,000
2	Three and four passenger seats	US\$10,000,000 or A\$16,000,000
3	More than four passenger seats	US\$15,000,000 or A\$24,000,000
<b>Aircraft other than helicopters, jet aircraft or large turbo prop aircraft</b>		AU\$20,000,000