



KATHERINE
TOWN COUNCIL

Katherine Civil Airport General User Conditions



Date of Issue: September, 2019

| | | |
|-------|---|----|
| 1. | Parties | 5 |
| 1.1. | Airport Manager (KTC) | 5 |
| 1.2. | Airport User (You, Your) | 5 |
| 1.3. | Tenant (You, Your) | 5 |
| 2. | Conditions of Use of KCA | 5 |
| 2.1. | General User Conditions | 5 |
| 2.2. | Tenancy Conditions | 6 |
| 2.3. | Changes to Conditions..... | 6 |
| 2.4. | Accidents and Injuries | 6 |
| 2.5. | Maintain, Clean & Repair | 6 |
| 3. | Spaces, Facilities and Services | 7 |
| 3.1. | Location | 7 |
| 3.2. | Air-side Operations | 7 |
| 3.3. | Aircraft Parking Spaces..... | 7 |
| 3.4. | Airside Storage | 8 |
| 3.5. | Ground Handling Services | 8 |
| 3.6. | Security Access..... | 8 |
| 3.7. | Hangar Space..... | 9 |
| 3.8. | Terminal Building Space | 9 |
| 3.9. | Warehouse Building Space | 10 |
| 3.10. | Car Parking | 10 |
| 3.11. | Sites | 11 |
| 3.12. | Utilities | 11 |
| 3.13. | Temporary Unavailability of KCA spaces, facilities and services. | 11 |
| 3.14. | Spaces, Facilities & Services NOT provided | 11 |
| 4. | Financial Terms | 12 |
| 4.1. | Schedule of Charges | 12 |
| 4.2. | Payment of Charges | 12 |
| 4.3. | Query Charges | 12 |
| 4.4. | Failure to Pay..... | 12 |
| 4.5. | Bank Guarantee..... | 13 |
| 4.6. | Seizure of Assets | 13 |
| 5. | Insurance | 13 |
| 5.1. | Currency of Cover..... | 13 |
| 5.2. | Public Liability..... | 14 |
| 5.3. | Indemnify KTC | 14 |
| 6. | Statutory & Regulatory Compliance | 14 |
| 6.1. | Responsibility of Airport Users..... | 14 |
| 7. | Breaches of Conditions of Use | 14 |
| 7.1. | Managing Breaches | 14 |
| 8. | Dispute Resolution..... | 15 |
| 8.1. | Notice of Dispute..... | 15 |
| 8.2. | Negotiation of Authorised Officers | 15 |
| 8.3. | Failure to Agree | 15 |
| 8.4. | Referral to Chief Executive Officers | 15 |
| 8.5. | Mediation | 15 |
| 8.6. | Legal Proceedings..... | 15 |

1. Parties

1.1. Airport Manager (KTC)

- (a) Katherine Civil Airport (KCA) is the civil section of the RAAF Base Tindal and sits on Commonwealth owned, Department of Defence (DoD) land. Katherine Town Council (KTC) are the sole holder of the head lease for the KCA.
- (b) KTC are responsible for all management issues at KCA and all arrangements regarding use of KCA rest solely with KTC.
 - (i) You are not to enter into any arrangements, regarding the use of KCA, directly with DoD.
- (c) The KTC executive management team undertake the function of Airport Management and delegate authority on a needs basis.
 - (i) KTC contact details are:
 - Phone: 08 8972 5500
 - Email: records@KTC.nt.gov.au
 - Post: PO Box 1071, Katherine, NT 0851
 - (ii) You are not to enter into any arrangements, regarding the use of KCA, with any other employee or elected official of KTC.

1.2. Airport User (You, Your)

- (a) The operator or owner of any aircraft, who regularly, infrequently or incidentally uses KCA, its facilities, or its services.
- (b) Any business, agency or person providing a regular, infrequent or incidental service at KCA.
- (c) Any passenger, or member of the public, visiting or using KCA, its facilities or its services.
- (d) Any tenant of KCA.

1.3. Tenant (You, Your)

- (a) The owner or manager of a business or agency, with an ongoing set of arrangements for the use of particular spaces, facilities or services at KCA, as specified in Your Tenancy Schedule.
- (b) All holding or parent organisations, any subsidiaries, contractors or licencees acting on behalf of the business or agency.
- (c) Any staff of the business or agency, whether, permanent, temporary or voluntary, including pilots, maintenance crew, office staff, agents, or any other person acting on behalf of the business.

2. Conditions of Use of KCA

2.1. General User Conditions

- (a) These General User Conditions (and Your Tenancy Schedule, if applicable) are the operational rules that permit and guide Your use of the spaces, facilities and services at KCA.
- (b) As well as the conditions of use (re 2.1(a)), You are to have consideration of KCA's Airport Master Plan and Environmental Management Plan.
- (c) Despite not signing any sub-lease, by using any of the facilities and services at KCA, You indicate Your acceptance of these General User Conditions (and Your Tenancy Schedule, if applicable), and agree to be bound by them.
- (d) You accept that these General User Conditions prevail over any past signed or unsigned agreement with KTC, as well as any present oral or unsigned written agreement with KTC.
- (e) You accept that:
 - (i) Use of KCA spaces, facilities and services are governed by relevant laws.
 - (ii) Your access to and use of KCA spaces, facilities and services may be subject to the demands of other users of KCA.
 - (iii) RAAF air movements and ground support needs will take precedence over all civil operations.

2.2. Tenancy Conditions

- (a) KTC will sub-lease sites and spaces and facilities to companies or persons for:
 - aviation operations,
 - aviation-related activities or
 - long term storage.
- (b) You are to contact KTC to arrange for such a sub-lease.
- (c) Conditions and charges specific to Your tenancy will be included in Your Tenancy Schedule.
- (d) As a tenant, Your sub-lease includes:
 - the Northern Territory's Land Title Office Form 32, signed by KTC and You,
 - these General User Conditions, and
 - Your Tenancy Schedule.

2.3. Changes to Conditions

- (a) At any time, KTC may add to, vary, replace or waive any of the:
 - (1) General User Conditions, subject to:
 - any contrary requirement under any legislation
 - any adverse logistical and financial impact upon Your operations or organisation
 - (2) conditions in Your Tenancy Schedule, subject to:
 - negotiations with You
 - (i) Where practicable for KTC to do so, You will be given thirty (30) days' notice of any changes, by email or other means.
 - (ii) You are to keep a copy of any changes and ensure all Your staff or agents are informed of the changes.
 - (iii) You are deemed to be bound by any changes made.
Your continued use of KCA, following the thirty (30) days notice (or the negotiated agreement where relevant), will be deemed acceptance of the changes.
- (b) You may request to make changes.
 - (i) Any request You wish to make, to change the General User Conditions and the conditions in Your Tenancy Schedule, must be:
 - in writing
 - signed, by You, Your authorised staff, Your solicitors, or other agents acting on Your behalf
 - directed to KTC
 - served by being delivered personally or sent by registered mail.
 - (ii) If KTC agree to vary any Conditions, or to include clauses to address any specific needs or requirements You may have, these variations or inclusions will be specified in Your Tenancy Schedule.

2.4. Accidents and Injuries

- (a) KTC takes no responsibility for any injury or accident that occurs to You. You are responsible for Your own safety and that of Your passengers, including the safe operation of all Your equipment.
- (b) KTC do not provide any first aid materials. You are responsible for supplying your own first aid kits and arranging for any emergency care required.
- (c) You must report any accidents or incidents to KTC at the earliest opportunity or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7)..

2.5. Maintain, Clean & Repair

- (a) You are to keep clean, repair and maintain KCA to a standard acceptable to KTC or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).

- (b) If You fail to clean and maintain KCA to the satisfaction of KTC, or You damage or allow to be damaged any part of KCA, You are liable to pay for any cleaning, repair or maintenance that KTC deem necessary.

3. Spaces, Facilities and Services

3.1. Location

- (a) KCA is part of the RAAF Base Tindal and is located at the North West edge of the runway. It includes the civil apron and attached hangars, terminal building, offices, storage facilities, utilities, open spaces, car parking, roads and surrounding bushland.

3.2. Air-side Operations

- (a) KTC allow You to use the KCA for Your aircraft.
- (b) The aircraft landing and take off fees are charged per tonne per event and are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (c) These fees are administered by Avdata. They are to be paid within 30 calendar days of the date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (d) All air operations are governed by the relevant aviation statutes and regulations. Aircraft operators must meet standards set by CASA, refer to current requirements contained in ERSA, comply with MOS, follow directions of the RAAF control tower and abide by instructions issues by Airport Reporting Officers.
- (e) Airside operators must meet all current requirements for security controlled airports.
- (f) All of Your personnel, who access the Air-side, must be appropriately trained, qualified and have current registration. You must provide evidence of their training, qualifications and current registrations, to KTC, if requested.

3.3. Aircraft Parking Spaces

- (a) KCA provides both incidental and permanent aircraft parking.
- (b) Incidental Aircraft Parking, involves over-night to seven days continuously.
 - (i) You are to liaise with KTC, 24 hrs prior to arrival, in order to gain permission and to receive an allocation of a suitable aircraft parking space.
 - (ii) The incidental aircraft parking fees are charged per day and are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
 - (iii) Incidental aircraft parking fees are administered by Avdata. Fees are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
 - (iv) An additional fee will be charged for aircraft rated at over 5,700kg.
- (c) Permanent Aircraft Parking involves a continuous period of time longer than seven days.
 - (i) You are to liaise with KTC, to arrange for permanent parking of Your aircraft.
 - (ii) The terms and conditions of Your permanent aircraft parking, are specified in Your Schedule.
 - (iii) The permanent aircraft parking fees are charged per month or part there of and are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
 - (iv) Permanent aircraft parking fees are administered by KTC. Fees are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
 - (iv) An additional fee will be charged for aircraft rated at over 5,700kg.
- (d) KTC bears no responsible for the security of Your aircraft. However, You must comply with any of the safety or security requirements of KCA, including:

- (i) properly anchoring your parked aircraft.
- (ii) keeping only a minimum level of fuel in parked aircraft.

3.4. Airside Storage

- (a) You are to contact KTC to arrange to store aviation related equipment (ie airstairs) in designated areas upon the General Aviation (GA) or the Regular Passenger Transit (RPT) Aprons. The location and conditions for such arrangements will be specified in Your Schedule.
- (b) Charges for airside storage of aviation related equipment are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (c) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).

3.5. Ground Handling Services

- (a) KTC provide general monitoring, support and liaison services to ensure the safety and good order of KCA.
- (b) Additional ground handling services, such as fuel handling, spillage clean up, assistance with movement of passengers and luggage, and other apron services, may be available upon request. Ground Handling charges will also apply where accidents or negligence causes a situation which KTC are required to handle.
- (c) The fees for Ground Handling charges are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).

(i)

| Service | Conditions |
|-------------------|---|
| Engagement Charge | Monday to Friday 8.00am to 4.36pm |
| | Weekends, public holidays, out of business hours |
| Fuel Related | Spillage clean up |
| Luggage Related | Ground transport |
| Passenger Related | Assisting disabled, ground transport, crowd control |
| Other | As negotiated |

- (ii) Ground handling fees are charged per event, and are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (d) Damage to the apron or any part of KCA will be repaired at Your expense. Fuel leaks and spills will be cleaned up at Your expense.
- (e) You must report any accidents or incidents to KTC at the earliest opportunity and make arrangements for repair or clean up.
- (f) Unreported damage will be deemed a breach of the General User Conditions (refer to General User Conditions #7).

3.6. Security Access

- (a) KCA is a military airfield and access to airside is security restricted. Access passes are provided by DoD and each person to be issued a pass, will need to meet DoD's security requirements.
 - (i) Access to air-side can only be gained through the gates in the DoD-controlled Security Fence.
 - (ii) Access to air-side can only be arranged (ie gates operated) by personnel with security passes.
 - (iii) Personnel with security passes accessing the security gates must remain with the gate until it has closed completely and ensure there is no 'tail-gating,' either of non-secured or other secured personnel.
- (b) You are to contact KTC to arrange security/airside access passes. Passes are non-transferrable and each of Your staff or agents who require them will need their own.
- (c) The costs and charges of obtaining security/airside access passes are Your own responsibility.

- (d) You must keep a register of all of Your personnel who hold a security pass, and make this available to KTC, if requested.
- (e) Any of Your staff going airside are to have a legitimate, operational reason for doing so (eg operate or maintain aircraft), and they must have their current access pass with them at all times.
- (f) Should Your staff need to allow non-security-cleared persons (eg work colleagues, contractors, passengers) access to air-side, they are responsible for those persons and must remain in control of them at all times.
- (g) Your security-cleared staff are responsible for screening all passengers and supervising them when they are airside. You must record passenger details and make these available to KTC, if required.
- (h) You accept that, as a military airport, security arrangements may change suddenly and without notice. You accept that KTC bears no liability for any loss or disruption to You as a result of security arrangements changing.

3.7. Hangar Space

- (a) If a site is sub-leased to You for a hangar, the location and conditions for that arrangement will be specified in Your Schedule.
- (b) Charges for Hangar Space are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (c) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (d) A site that has been sub-leased to you for a hangar, cannot be used for any other purpose.

3.8. Terminal Building Space

3.8.1. Counters & Secure Storage

- (a) Where counter and storage space has been sub-leased to You, within the terminal building, the location and conditions for that arrangement will be specified in Your Schedule.
- (b) Charges for counter and storage space are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (c) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (d) You are permitted to set out a permanent display of Your advertising and signage in the area surrounding your counter. All signage must be of a responsible and decorous nature. You are responsible for keeping Your signage in good order and the counter area clean and tidy.
- (e) KTC do not provide any other furniture or equipment. You are responsible for supplying all the furniture and equipment You need to operate Your business, including chairs, scales, computers, phones, stationery, etc.
- (f) At the end of each period of use, You must remove all Your equipment from the counter tops. A limited amount of secure storage is provided within the cupboard part of the counter.
- (g) KTC takes no responsibility for loss or damage to any of Your counter equipment, whether in use at the counters or in storage.

3.8.2. Office Space

- (a) If office space, or space for an office is sub-leased to You, within the terminal building, the location and conditions for that arrangement will be specified in Your Schedule.
- (b) Charges for office space in the Terminal Building are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).

- (c) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (d) Office space that has been sub-leased to You, cannot be used for any other purpose.

3.8.3. Baggage Handling Area

- (a) The baggage handling area is a shared space. The conditions for access to and use of the baggage handling area will be specified in Your Schedule.
- (b) At the end of each period of use, You must ensure the baggage handling area is tidied and any equipment secured.
- (c) KTC do not provide any baggage handling equipment. You are responsible for supplying all the equipment You need to safely and securely handle all baggage, including trolleys, scales, tags, etc.
- (d) You may store baggage handling equipment in designated areas within the baggage handling area, under the conditions specified in Your Schedule.
- (e) KTC takes no responsibility for loss or damage to any of the baggage handling equipment You store on site.
- (f) Charges for access to the baggage handling area and for storage of items within the baggage handling area are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (g) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).

3.9. Warehouse Building Space

- (a) Where a space has been sub-leased to You, within the Warehouse Building, the location and conditions for that arrangement will be specified in Your Schedule.
- (b) Charges for space within the Warehouse Building are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (c) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (d) An area that has been sub-leased to you for office and storage purposes, cannot be used for any other purpose.

3.10. Car Parking

- (a) General car parking:
 - (i) General Car Parking is generic, unreserved and free.
 - (ii) You are to contact KTC to arrange for the exclusive use of a General Car Parking space.
 - (iii) If a General Car Parking space is sub-leased to You, for your exclusive use, the location and conditions for that arrangement will be specified in Your Schedule.
- (b) Secure Car Parking:
 - (i) You are to contact KTC to arrange for a Secure Car Parking space.
 - (ii) If a Secure Car Parking space is sub-leased to You, the location and conditions for that arrangement will be specified in Your Schedule.
- (c) Charges for the exclusive use of a General Car Parking space and for Secure Car Parking are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (d) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).

3.11. Sites

- (a) Sites may be sub-leased to you for a variety of purposes, such as Advertising, Fuel Depot, Hangar, Storage, Vending Machine, or any other purpose.
- (b) You are to contact KTC to arrange for the sub-lease of a site. Any request must be:
 - in writing
 - signed, by You, Your authorised staff, Your solicitors, or other agents acting on Your behalf
 - directed to KTC
 - served by being delivered personally or sent by registered mail.
- (c) If a site has been sub-leased to You, the location and conditions for that arrangement will be specified in Your Schedule.
- (d) Charges for sites are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (e) Charges are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).
- (f) A site that has been sub-leased to you for a specified purpose, cannot be used for any other purpose.

3.12. Utilities

- (a) Electricity supply is run off of the KTC meter. Where possible, KTC have submeters to record and bill according to actual electricity usage. Vending machine rents include a charge for electricity. In all other cases, a nominal set fee contribution toward electricity is charged. You are to contact KTC to arrange connection and installation of sub-meters. Connection and installations are at Your expense.
- (b) Water and sewage utilities are not metered. A nominal set fee contribution is charged. Waste Water and Sewage are not connected to a sewerage system but operate via septic systems and absorption trenches. Future plans will connect these septic systems to the RAAF Base Tindal sewerage system and do away with the need for absorption trenches. You are to contact KTC to arrange for water and sewage connections. Connection to an existing septic system will be at Your expense. The establishment of a new septic system needs KTC approval. Additional regulatory approvals may also be required. The design and construction of the new system will be at Your expense.
- (c) Charges for utilities are set out in KTC's Fees and Charges booklet, which is annually reviewed and updated. (Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule).
- (d) The Utility fees will be charged monthly and are to be paid within 30 calendar days of date of billing, or You will be deemed to be in breach of the General User Conditions (refer to General User Conditions #7).

3.13. Temporary Unavailability of KCA spaces, facilities and services.

- (a) KTC may close all or any part of KCA and suspend access to its spaces, facilities and services, for any period considered appropriate, when it is necessary, prudent or otherwise desirable to do so.
- (b) KTC will not be liable for any loss or damage You sustain as a direct or indirect result of any planned or unplanned closure, interruption or shutdown of KCA.

3.14. Spaces, Facilities & Services NOT provided

- (a) KCA does not provide:
 - (i) permanently manned security services for aircraft, buildings, vehicles or any other of Your assets
 - (ii) accommodation facilities
 - (iii) passenger screening services

- (iv) rescue and firefighting services
- (v) en-route services
- (vi) meteorological services
- (vii) quarantine waste disposal, customs or immigration services
- (viii) mechanical repair or maintenance services
- (x) environmental clean-up services
- (xi) non visual navigation aids services
- (xii) Air Traffic Control services
- (xiii) in-terminal services, such as PA or FIDS or hospitality.

4. Financial Terms

4.1. Schedule of Charges

- (a) Rent, fees and charges are in accordance with the 'KTC Fees and Charges' booklet.
 - (i) Any rent, fees and charges that are not included or covered by those in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule.
 - (ii) Any Variations to the rent, fees and charges in the 'KTC Fees and Charges' booklet, will be recorded in Your Tenancy Schedule.
 - (iii) All rent, fees and charges are subject to annual review and increase.
- (b) All rent, fees and charges are subject to GST, as set out in the 'KTC Fees and Charges' booklet.
- (c) Rent, fees and charges will be increased in line with the CPI for the Darwin/Katherine Region, on an annual basis.
- (d) By using any part of KCA spaces, facilities and services, You agree to the rent, fees and charges that apply at that time.

4.2. Payment of Charges

- (a) You are liable to pay the rent, fees and charges, once You use any part of KCA spaces, facilities and services. Use includes the landing, take-off or parking of any aircraft at KCA, as well as any use of office, storage, car parking or other space, facility or service of KCA.
- (b) All rent, fees and charges must be paid in full, within 30 calendar days of date of billing.
- (c) Failure to comply with the payment arrangements and timeframes specified above will place You in breach of these General User Conditions (refer to General User Conditions #7).

4.3. Query Charges

- (a) If You wish to query any rent, fees and charges invoiced to You, You must
 - (i) first pay those rents, fees and charges by their due date for payment, and
 - (ii) provide a signed, written notice detailing your concerns, within fourteen (14) days of the invoice that You query.
- (b) KTC will endeavour to explain the charges and negotiate with You in good faith, with a view to resolving the query.
- (c) If, following the resolution of the query,
 - (i) it is found that You have made an overpayment, then We will credit Your next invoice.
 - (ii) it is found that You are required to pay an amount in addition to the disputed invoice amount, then that amount will be added to your next invoice.
- (d) If the query is not resolved within fourteen (14) days of your signed, written notice, then either party may pursue a formal dispute, in accordance with the Dispute Resolution arrangements contained within these User Conditions (refer to General User Conditions #8).

4.4. Failure to Pay

- (a) You must notify KTC immediately You become aware that You will not, or might not be able to pay the rent, fees and charges when they are due.
- (b) KTC will attempt to negotiate a payment regime with You, but You will remain liable for the eventual repayment of the rent, fees and charges, in full, including any accumulated interest.

- (c) KTC will charge interest at the "Reserve Bank of Australia Cash Rate" prevailing at the time. Interest will be calculated daily, from the day it was payable to the date it is paid in full. Each month the interest will be added to the unpaid amount and interest will be calculated on the total outstanding amount.
- (d) You will also be liable for any additional costs KTC incur in recovering any unpaid rent, fees and charges.
- (e) You may be prohibited from using KCA spaces, facilities and services until full payment is received or a payment regime is approved.

4.5. Bank Guarantee

- (a) All tenants are required to provide KTC with a Bank Guarantee, as security for the use of KCA spaces, facilities and services.
- (b) The amount of the Bank Guarantee is as specified in Your Tenancy Schedule.
- (c) If You fall behind in Your payments, default under any of the requirements contained in the General User Conditions and in Your Tenancy Schedule, or cause any damage to the facilities and services or anything else at KCA, KTC may immediately and without notice to You, call upon the Bank Guarantee to remedy Your default, any loss or damage, and any expenses or inconvenience incurred by KTC in pursuing payment.
- (d) If KTC draws upon the Bank Guarantee, You must immediately provide a replacement Bank Guarantee for the amount specified in Your Tenancy Schedule, or You will be in breach of these General User Conditions (refer to General User Conditions #7). Your use of KCA spaces, facilities and services may be suspended until a replacement is provided.

4.6. Seizure of Assets

- (a) If You refuse or cannot pay the rent, fees and charges invoiced to you, irrespective of whether they are being queried, disputed or subject to a payment regime, KTC may:
 - (i) refuse to allow You to operate at the KCA (This may mean not allowing any of Your aircraft, other vehicles or staff to use KCA spaces, facilities and services); or
 - (ii) use reasonable means to impound any of Your aircraft and any other property (whether directly involved in the accrual of the debt or otherwise) until You have paid all outstanding amounts; or
 - (iii) sell any of Your impounded aircraft or other property proportional to that required to recover the amount outstanding, including interest and any recovery costs incurred. KTC is entitled to nominate the method by which the aircraft or other property is to be sold.
 - (iv) By using KCA spaces, facilities and services, You agree that KTC
 - is entitled to refuse access, to seize property and to sell property to recover outstanding amounts, and
 - will not be liable for any loss, liability or exposure You incur arising out of anything KTC does or does not do in exercising the right of sale under these User Conditions (eg, the way sale proceeds are handled, not obtaining an amount above recommended resale price).
- (b) You acknowledge that KTC has the rights conferred by this Condition and submit to the obligations to pay under this Condition.
- (c) You acknowledge and agree that if KTC impounds Your aircraft or other property or takes any other action as a result of the non-payment of outstanding amounts, all costs incurred by KTC become payable by You, including any costs for security incurred during any detention period.
- (d) The General User Conditions and Your Schedule do not limit any other action lawfully available to KTC to recover any outstanding amounts.
- (e) Our rights under these General User Conditions and Your Tenancy Schedule are not lost, or deemed to be waived, where any of Your aircraft or other property are removed from KCA.

5. Insurance

5.1. Currency of Cover

- (a) You are to have insurance policies that are appropriate for Your operations and use of KCA spaces, facilities and services and ensure that these policies remain current.

5.2. Public Liability

- (a) You are to have a public liability policy with a cover of not less than \$20 million.

5.3. Indemnify KTC

- (a) You agree to use KCA spaces, facilities and services at Your own risk.
- (b) You indemnify KTC against all losses or damages (to person or property), including third party claims made against KTC, resulting from Your actions of negligence, incompetence, or willful act.
- (c) You indemnify and hold harmless KTC against actions KTC take against you
- for being in breach of these General User Conditions and Your Schedule, or
 - for non-payment of rent, fees and charges.
- (d) You indemnify and hold harmless KTC against any damage You experience or claim made against You, that results from any matters outside the reasonable control of KTC, including any natural disaster or military action.
- (e) Indemnity will be reduced to the extent that an action of negligence, incompetence, or willful act of KTC (or its employees or agents) contributed to the liability, costs, expenses, fines, penalties, losses, claims or damages.

6. Statutory & Regulatory Compliance

6.1. Responsibility of Airport Users

- (a) When using the KCA spaces, facilities and services (including aviation services), You are responsible for familiarising Yourself with and must comply with:
- (i) these General User Conditions and Your Tenancy Schedule;
 - (ii) the KCA Master Plan, including the environmental requirements as described in the KCA Environment Management Strategy;
 - (iii) all relevant aviation laws, including the Civil Aviation Act 1998 and Regulations, all relevant Air Services Australia (ASA) publications and any direction from the Civil Aviation Safety Authority (CASA);
 - (iv) the operational requirements of KCA, as published in En-Route Supplement Australia (ERSA) and Notice to Airmen (NOTAM);
 - (v) all laws relating to the commercial operations of Your business, including the NT Work, Health and Safety (National Uniform Legislation) Act 2011 and Regulations 2011, as well as all applicable environment legislation;
 - (vi) other conditions, instructions, orders and directions necessary for the day-to-day operation of KCA, as published by KTC from time-to-time;
 - (vii) local flying restrictions.
- (b) You must not do anything that puts KTC in breach of any legislation or regulations.

7. Breaches of Conditions of Use

7.1. Managing Breaches

- (a) Where You are in breach of any part of Your Sub-lease (ie General Conditions and/or Your Tenancy Schedule), including non-payment of rent, fees and fines, KTC will raise the issue with You and seek to negotiate a mutually satisfactory resolution. The outcome of this negotiation will be agreed to in writing by all parties.
- (b) Where this fails to resolve the breach, the following steps will be taken:
- (i) KTC will issue a signed, written fourteen (14) days notice.
 - (ii) You are to contact KTC and agree in writing to arrangements required to correct the breach.
 - (iii) You forfeit the right to access or use any of KCA spaces, facilities and services, or to remove any aircraft, equipment or other asset from KCA, until the breach is satisfactorily cleared.
 - (iv) KTC may draw upon your bank guarantee (refer to General User Conditions #4.5) or seize and dispose of your assets (refer to General User Conditions #4.6) to clear the breach and recover any outstanding money owed.
 - (v) You may be charged an administrative, cost recovery fee for 'Management of Breach', as specified in Your Schedule.

- (c) Failure to clear the breach in a timely manner may be reported to CASA and other aviation and regulatory authorities, as specified in Your Schedule.

8. Dispute Resolution

- (a) If any party considers that a dispute has arisen in connection with these General User Conditions and Your Schedule, then the parties must follow the procedures set out in this Condition to resolve the dispute.
- (b) Before commencing court proceedings, the parties must first exhaust the dispute resolution procedures set out in this Condition.

8.1. Notice of Dispute

- (a) If a party considers there is an Issue, that party must give the other party(ies) a signed, written Notice of Dispute, setting out the issues involved.

8.2. Negotiation of Authorised Officers

- (a) Parties are to nominate Authorised Officers to liaise to resolve the dispute.
- (b) Authorised Officers are to set out, in writing, the point of view of their respective organisation. They are to take into account the other party's point of view, in trying to come to agreement.
- (b) There must be at least one face to face meeting between the Authorised Officers from each party to discuss and attempt to resolve the dispute in good faith.
- (c) Negotiations must begin within fourteen (14) days following the issue of the Notice of Dispute.

8.3. Failure to Agree

- (a) If the Issue remains unresolved for thirty (30) days after the Notice of Dispute was issued, either party may refer the Issue to their respective Chief Executive Officers.

8.4. Referral to Chief Executive Officers

- (a) Each party's Chief Executive Officer must then meet within fourteen (14) days of the dispute being referred to them, to discuss the issues in good faith with a view to resolving the dispute.

8.5. Mediation

- (a) If the dispute remains unresolved for a further thirty (30) days after it has been referred to the CEO's, then the dispute will be referred to mediation in accordance with the prevailing rules of The Institute of Arbitrators and Mediators Australia.
- (b) Each party will bear their own costs and expenses in respect to the mediation, irrespective of the outcome (including legal costs).
- (c) Despite any provision in the rules of the Institute of Arbitrators and Mediators Australia, a decision of the arbitrator or mediator will not in any way be binding on either party at any time, unless the parties agree for it to be binding.
- (d) If no agreement is reached between the parties following mediation, then they can subsequently institute legal proceedings in regard to the dispute, if required.

8.6. Legal Proceedings

- (a) Nothing in this Condition prevents either party from commencing legal proceedings for urgent interlocutory or temporary relief.