



Toowoomba Region Aerodromes

Conditions of Access and Use

Table of Contents

1. INTRODUCTION	2
2. DEFINITIONS	2
3. INTERPRETATION	3
4. ACCESS AND USE TERMS AND CONDITIONS	4
5. NOTIFICATION	4
6. CHARGES	5
7. INVOICING AND PAYMENT	5
8. VARIATION OF CHARGES	5
9. NO OFF-SET	5
10. REFUSAL OF ACCESS	5
11. FLY NEIGHBOURLY	6
12. USE OF AIRSIDE	7
13. PARKING OF AIRCRAFT	7
14. MOVEMENT OF PARKED AIRCRAFT	8
15. DISABLED AIRCRAFT REMOVAL	9
16. PRE-FLIGHT AND ENGINE GROUND RUNS	9
17. AIRCRAFT DETENTION	9
18. COMPLY WITH LEGISLATION	9
19. EXCLUSION OF LIABILITY AND INDEMNITY - INSURANCE	10
20. RELEASE	10
21. RELEASE OF WARRANTY	11
22. AERODROME UNAVAILABILITY	11
23. PRIVACY AND DATA PROTECTION	12
24. VARIATIONS	12

1. INTRODUCTION

- 1.1 Toowoomba Regional Council (TRC) owns and operates four aviation facilities across the region: Toowoomba City Aerodrome, Millmerran and Pittsworth Aerodromes and the Crows Nest Emergency Helipad (referred to collectively below as Toowoomba Region Aerodromes or TRA).
- 1.2 The user is granted limited access and use of Toowoomba Region Aerodromes on the terms and conditions contained herein.
- 1.3 This document provides a summary of the terms and conditions under which users use the infrastructure, facilities and services provided by TRC.
- 1.4 By using the infrastructure, facilities or services at any of TRC's aerodromes or helipads, users are deemed to have accepted these terms and conditions.
- 1.5 The user acknowledges that any TRC-levied charges are exclusive of air traffic service charges, rescue and firefighting charges, meteorological charges and all or any other charges that may be levied by other parties for services not provided by TRC.

2. DEFINITIONS

In this document, unless the contrary intention appears -

"Access" means entering or coming on to Toowoomba Region Aerodromes in any manner and by any means whatsoever.

"Airside" means the area of the aerodrome enclosed by a security barrier, to which aircraft have access, and to which the general public does not have access.

"ARO" means Aerodrome Reporting Officer.

"Charges" are the charges set out in the schedule of charges as published on the TRC website (<http://www.tr.qld.gov.au/payments-self-service-laws/fees-charges/fees-charges-by-type>).

"CRN" means Crows Nest Helipad.

"Fixed Base Operator (FBO)" is an organisation granted the right by an aerodrome to operate at the aerodrome and provide aeronautical services such as fueling, hangaring, aircraft rental, aircraft maintenance, aircraft charters, flight instruction, and similar services.

"Landside" means the area accessible to the general public, including those not traveling. Although there may be security measures in place in some landside areas (say, car parks, hangars, terminals and office buildings), it is not considered a "secure" area in the same sense as the airside area (ie access strictly controlled)

"Legislation" means all Commonwealth and State Acts of parliament, regulations, rules, orders, local laws, ordinances, by-laws and other orders or directions from any government (Commonwealth, State or Local) or statutory bodies relevant to any Toowoomba Region Aerodrome and/or any access or use of any Toowoomba Region Aerodrome.

"MTOW" is the maximum take-off weight certified for the aircraft concerned.

"MMA" means Millmerran Aerodrome

"PWA" means Pittsworth Aerodrome

“Schedule of Charges” is the shedule of charges, as described in this document and determined by TRC from time to time, that is published on the TRC website at <http://www.tr.qld.gov.au/payments-self-service-laws/fees-charges/fees-charges-by-type>

“Tenant” is a person or company that occupies land or property owned by, and rented from Toowoomba Regional Council (landlord).

“TRA” means Toowoomba Region Aerodromes (collectively, includes all TRC’s aviation facilities: Toowoomba City, Millmerran and Pittsworth Aerodromes; and Crows Nest Helipad)

“TRC” means Toowoomba Regional Council.

“TCA” means Toowoomba City Aerodrome.

“Use” includes, but is not limited to, by any aircraft, landing, taking-off, taxiing or parking and discharging or taking on passengers or cargo.

“User” includes the owner, operator, pilot and any other party with any control over, or ownership of, any aircraft accessing a Toowoomba Region Aerodrome. This includes tenants who have access airside (whether or not they own aircraft), their visitors/guests and airside drivers. Also included are tenants who carry out activities on landside areas and within lease areas.

3. INTERPRETATION

3.1 The following rules of interpretation apply in this agreement unless otherwise stated -

- a) a reference to this document or another instrument includes any variation or replacement of any item of them; and
- b) 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 at any time before or after the date of this document; and
- c) the singular includes the plural and vice versa; and
- d) the word “person” includes a firm, a body corporate, an unincorporated association or an authority; and
- e) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and
- f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and
- g) a reference to a term, word or phrase that is defined in any of the applicable Acts or the regulations made thereunder have the same meaning as is defined in those Acts or any Regulations made thereunder; and
- h) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- i) a reference to a clause is a reference to a clause in this document.

3.2 If this document prohibits a user from doing an activity -

- a) the user must do everything necessary to ensure that the user’s employees, servants, agents and contractors do not do that activity; and

- b) the user may not allow or cause any person to do that activity.

3.3 Headings are inserted for convenience and do not affect the interpretation of this document.

4. ACCESS AND USE TERMS AND CONDITIONS

4.1 Access to and use of TRA (airside and landside areas) is subject to compliance by the user with -

- a) local flying restrictions including the requirements of the *Civil Aviation Act 1988*, the Civil Aviation Regulations, the *Air Navigation Act 1920*, the Air Navigation Regulations, and Airservices Australia publications including the En-Route Supplement Australia (ERSA); and
- b) use of callsigns in accordance with Aeronautical Information Package (AIP); and
- c) directives made by the Department of Home Affairs and/or the Aviation and Maritime Security (AMS) Division, including but not limited to security of aerodromes and aircraft; and
- d) the requirements of -
 - i. the Civil Aviation Act 1988; and
 - ii. the Civil Aviation Safety Regulations 1998; and
 - iii. the Civil Aviation Regulations 1988; and
 - iv. Civil Aviation Orders; and
 - v. Manual of Standards Part 139-Aerodromes; and
 - vi. the Aviation Transport Security Act 2004; and
 - vii. the Aviation Transport Security Regulations 2005; and
 - viii. the Toowoomba Regional Council Local Law No. 6 (Aerodromes) 2017; and
 - ix. Civil Aviation Advisory Publications (CAAPs) 92-1(1) Guidelines for Aeroplane Landing Areas; and 92-2(2) Guidelines for the establishment and operation of onshore Helicopter Landing Sites; and
 - x. any other applicable Commonwealth, State or Local Government regulations;
- e) any current or future written agreements between TRC and the user; and
- f) the “Fly Neighbourly” principles, as amended from time to time (detailed in Section 12).

4.2 The user or its servants must not do anything when using any of Toowoomba Region Aerodromes that is in breach of any legislation, regulations, rules or procedures.

5. NOTIFICATION

5.1 The users outlined below must ensure that TRC Aerodrome Operations are provided with a current 24-hour name and contact mobile number. These include -

- a) Tenants;
- b) Fixed Base Operators;
- c) Regular visitors to the aerodrome such as -

- i. Royal Flying Doctor Service (RFDS);
- ii. Angel Flight;
- iii. Australian Defence Force (ADF);
- iv. companies providing airwork such as surveying, aerial photography or banner towing;
- v. training organisations based at other aerodromes; and
- vi. freight operators.

6. CHARGES

- 6.1 Charges consist of landing and aircraft parking fees, and are determined in accordance with the Schedule of Charges as published on the Toowoomba Regional Council website at <http://www.tr.qld.gov.au/payments-self-service-laws/fees-charges/fees-charges-by-type>.
- 6.2 It is a condition of access to and use of TRA that the user pays the charges.
- 6.3 Council will invoice the Registered Operator as per the CASA website.

7. INVOICING AND PAYMENT

- 7.1 The user must pay all invoices on or before the due date as stated on the invoice unless otherwise agreed to in writing by TRC.

8. VARIATION OF CHARGES

- 8.1 TRC reserves the right to vary any of the charges at any time; and
- 8.2 TRC will publish notification 30 days in advance of any variations of charges on the TRC website.

9. NO OFF-SET

- 9.1 The user is not permitted to make any off-set against or deduction from the charges. Should there be a dispute concerning the charges payable to TRC (through Avdata Australia Pty Ltd), the user shall pay all charges in full pending resolution of any such dispute.

10. REFUSAL OF ACCESS

- 10.1 TRC may refuse access to and use of any/all Toowoomba Region Aerodromes to the user and all or any aircraft of the user where the user has failed to pay to TRC any amount due within 30 days after the due date.
- 10.2 TRC may also refuse access to and use of any/all Toowoomba Region Aerodromes to the user and/or any aircraft owner or operator where the user and/or the aircraft owner or operator respectively fails to comply on time with all requirements and orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities, and the legislation.

11. FLY NEIGHBOURLY

Operators at any Toowoomba Region Aerodrome will -

- 11.1 Comply with noise abatement procedures included in the Air Navigation Regulations, Departure and Approach Procedures and En-Route Supplement Australia guide; and
- 11.2 Ensure that environmental awareness and noise management is included in pilot familiarisation and training.

Pilots will -

Ground Operations

- 11.3 Conduct pre-flight engine run-ups in designated areas only. Avoid lengthy engine run-ups. Conduct non-pre-flight and maintenance-related engine runs in locations where the wind or distance helps minimise the carriage of noise off-aerodrome. NOTE: Maintenance engine runs are not permitted in lease areas.

Departure

- 11.4 Use sufficient runway length and best rates of climb to maximise height over populated areas. High performance and twin-engine aircraft are to conduct full length take-offs where possible.
- 11.5 Minimise noise after take-off by reducing engine revs as much as possible.
- 11.6 Consider the impact of early-morning departures of unusually loud aircraft (e.g. some warbirds, jets and older single-engine aircraft) on nearby residents and businesses (eg motels). It is requested that, where practicable, such aircraft delay departure until at least 0800.

In Flight

- 11.7 Where applicable, maintain the published tracks after take-off.
- 11.8 Maintain required altitudes, particularly over residential housing. As much as possible, avoid flying over residential areas, hospitals, schools, and maximise the use of flight paths over less densely populated areas such as bushland, farmland and highways.

Circuit Training

- 11.9 Only conduct "Touch & Go" circuit training between 0700-2230 Monday to Friday and 0800-1800 Saturday and Sunday.
- 11.10 Fly circuits and conduct turns that minimise impact on residential areas.

Simulated Engine Failure

- 11.11 Where practicable, fixed wing aircraft will conduct simulated engine failures over the runway with recovery initiated within the aerodrome perimeter.

Training Area

- 11.12 When operating to/from and within the training area, avoid populated areas where possible.

Helicopters

- 11.13 Use the correct take-off and landing areas to minimise effects of rotor wash.
- 11.14 When hover/air-taxiing, departing, arriving, consider foreign object debris (FOD) such as dust, dirt, debris impacts on hangars (particularly when hangar doors are open).

- 11.15 When hover/air-taxiing, departing, arriving, consider rotor wash impacts on stationary and operating aircraft; maintenance equipment (mowers, etc) and vehicles. Avoid damaging aircraft control surfaces.
- 11.16 Where possible, minimise tight manoeuvres and turns, and avoid hovering, when operating over populated areas.
- 11.17 Minimise rotor blade slap noise and utilise descent profiles with low-power and low-noise operations.

12. USE OF AIRSIDE

- 12.1 All staff permanently based at Toowoomba City Aerodrome and accessing airside security controlled areas, and contractors, suppliers and service providers requiring regular access to airside security controlled areas, are required to complete the Toowoomba City Aerodrome Safety, Security, Airside Driving and DAMP Induction. The training booklet is available from the Aerodrome Operation Office during business hours, by phone 07 4688 6175, or by email aerodrome@tr.qld.gov.au. The induction is self-administered and generally takes about 20 minutes. A signed declaration at the end of the booklet completes the induction. There is a charge for this service.
- 12.2 The driving of vehicles within the airside of Toowoomba City Aerodrome must comply with "Part 2 Section 10 Airside Vehicle Control" of the Toowoomba City Aerodrome Manual.
- 12.3 Vehicles using Toowoomba City Aerodrome must display an "Authority to Use Airside" (AUA) window sticker. Application forms are available from the Aerodrome Operation Office during business hours, by phone 07 4688 6175, or by email aerodrome@tr.qld.gov.au. Applications can be lodged at the Aerodrome Operations Office or via email. There is a charge for this service.
- 12.4 Airside drivers at Toowoomba City Aerodrome must carry an "Authority to Drive Airside" (ADA) licence card. Application forms are available from the Aerodrome Operation Office during business hours, by phone 07 4688 6175, or by email aerodrome@tr.qld.gov.au. Applications can be lodged at the Aerodrome Operation Office or via email. There is a charge for this service.
- 12.5 High visibility (Hi Viz) vests or clothing must be worn when walking within aircraft movement areas (leased apron areas excluded). Passengers requiring access to an aircraft must be escorted by user crew that are wearing Hi Viz.
- 12.6 Toowoomba City Aerodrome is a Category 6 security controlled aerodrome under the *Aviation Transport Security Act 2004* and the Aviation Transport Security Regulations 2005; the secure airside/landside boundary must be maintained at all times.
- 12.7 Animals are only permitted airside when they are enclosed in an approved animal cage/carrier (assistance animals excluded).

13. PARKING OF AIRCRAFT

- 13.1 A user is not permitted and shall not leave or park an aircraft at any location at any Toowoomba Region Aerodrome that is not dedicated by TRC for that purpose. Unless TRC has consented to the user leaving or parking such aircraft at such location and the user paying such fees as are applicable to the leaving or parking of aircraft at that area.
- 13.2 An aircraft is considered to be parked if it has been left unattended.
- 13.3 Aircraft parking fees apply at Toowoomba City Aerodrome. Refer to the Toowoomba Regional Council website for the latest schedule of aerodrome fees and charges.

- 13.4 At all times, aircraft parked at Toowoomba City Aerodrome shall be parked behind parking clearance lines, within leased apron areas, within coned or gabled designated grassed tie-down areas, and clear of taxiways. Taxiway minimum clearances are: Code A: 15.5m from taxiway centreline; Code B: 20m from taxiway centreline.
- 13.5 Leased areas are marked with a green line where sealed areas exist, or there are green corner disc markers where the lease is located on a grassed area.
- 13.6 Parking surveys are conducted by the duty ARO at random times, at least twice daily, Monday-Friday.
- 13.7 An aircraft parked in any designated or non-designated parking area (excluding leased areas described in 14.5 above) may be recorded and charged the appropriate parking fee.
- 13.8 Parking fees may be waived for aerodrome tenants wishing to park an aircraft outside a leased area for short period to conduct activities such as hangar cleaning, aircraft washing, minor maintenance or the like. Please contact the TRC Aerodrome Operations during business hours on 07 4688 6175 or by email aerodrome@tr.qld.gov.au to make arrangements.
- 13.9 In the event that a user wishes to leave an aircraft parked in an area leased to another party then the user can only leave the aircraft parked at such a location provided the lessee consents to that parking of the aircraft by the user and that the lessee is in compliance of his/her lease conditions.
- 13.10 All aircraft parking areas, including leased areas, must be kept in good order, free from obstructions to the movement of persons, vehicles and aircraft, and in a clean, tidy, serviceable condition to the satisfaction of TRC. Users must comply with any request by TRC to remove items considered by TRC to be an obstruction, or potential obstruction, to persons, vehicles or aircraft.
- 13.11 Parking fees may be waived where tenant businesses such as aircraft maintenance organisations wish to park client aircraft outside leased areas. Contact the operations office during business hours on 07 4688 6175 or by email aerodrome@tr.qld.gov.au to make arrangements.

14. MOVEMENT OF PARKED AIRCRAFT

- 14.1 TRC may at any time order the user or the aircraft owner or operator respectively to either move a parked aircraft to another position or remove it from any Toowoomba Region Aerodrome. Failure to remove the aircraft as instructed may prompt additional fees and charges.
- 14.2 In addition to the rights set out above, TRC may remove or have removed any aircraft parked at any Toowoomba Region Aerodrome either -
- a) to another location within the corresponding facility; or
 - b) from the aerodrome in question to any location TRC deems appropriate.
- 14.3 Should an aircraft be moved, the user shall indemnify and keep indemnified TRC and its servants, agents and contractors from any damage caused to or by the aircraft in any manner whatsoever.
- 14.4 In the event that the user fails to comply with any order to move an aircraft within the specified period, the user will be liable for all costs, damages and expenses as a result of the failure to comply with the order to move the aircraft of whatsoever nature.

15. DISABLED AIRCRAFT REMOVAL

- 15.1 The user is responsible for the removal of an aircraft that becomes disabled within an aircraft movement area.
- 15.2 Where possible, aircraft operators should have engineers and aircraft removal equipment available. If the user does not have the resources to remove the disabled aircraft, cannot proceed with the removal in a timely manner, or refuses to remove the aircraft in a timely manner as directed by TRC, TRC will arrange for the removal of the aircraft at the user's expense.

16. PRE-FLIGHT AND ENGINE GROUND RUNS

- 16.1 Pre-flight engine runs must be conducted in designated areas only.
- 16.2 Avoid lengthy engine run-ups.
- 16.3 Conduct non-pre-flight and maintenance-related engine runs in locations where the wind or distance helps minimise the carriage of noise off-aerodrome.
- 16.4 Maintenance engine runs are not permitted in lease areas.

17. AIRCRAFT DETENTION

- 17.1 Should any aircraft, its parts and/or accessories of the user be at a Toowoomba Region Aerodrome, TRC shall have the right to detain the aircraft while any Charges due to TRC remain unpaid. The right of detention applies to either -
 - a) the aircraft, its parts or accessories in respect of which the Charges were incurred (whether or not they were incurred by the person who is the owner or operator at the time when the right of detention is exercised); or
 - b) any other aircraft, its parts and accessories of which the person in default is the owner or operator at the time when the detention begins.
- 17.2 If the Charges are not paid within 30 days of the date when the detention begins, TRC may, in any way it thinks fit, sell, remove or otherwise dispose of the aircraft, and any of its parts and accessories in order to satisfy the charges.
- 17.3 The right of detention is not lost because the aircraft has departed from a Toowoomba Region Aerodrome. The right of detention conferred by this document continues and is exercisable by TRC at any time when the aircraft is a Toowoomba Region Aerodrome. The exercise by TRC of this right of detention is not to be taken to be, and shall not be deemed, to be a refusal to give access to a Toowoomba Region Aerodrome.

18. COMPLY WITH LEGISLATION

- 18.1 The user must comply with all applicable TRC policies, requirements and orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities, and the legislation.

19. EXCLUSION OF LIABILITY AND INDEMNITY - INSURANCE

- 19.1 Neither TRC nor its servants, agents or contractors shall be in any way liable for loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft:
- a) occurring while the aircraft is at a Toowoomba Region Aerodrome or is in the course of landing at or taking off from a Toowoomba Region Aerodrome, or being removed or dealt with elsewhere, and/or
 - b) arising or resulting directly or indirectly from any act, omission, neglect or default on the part of TRC and/or its servants, agents or contractors;
- unless done with the intent to cause damage or recklessly and with knowledge that damage would probably result.
- 19.2 In addition to the above the user agrees to indemnify and keep indemnified TRC, its servants, agents and contractors, from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with -
- a) loss of or damage to any property; or
 - b) injury or death to any person,
caused by -
 - i. an act, negligence or default of the user or of their customers, servants, agents or contractors; or
 - ii. some danger created by the user or its customers, servants, agents or contractors (whether or not the existence of that danger was or ought to have been known to the user or its customers, servants, agents or contractors); or
 - iii. the operation of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee or agent of TRC); or
 - iv. any other act or thing other than the negligence or default of TRC which may arise from or in relation to the access and or use of a Toowoomba Region Aerodrome by the user or of its customers, servants, agents or contractors.
- 19.3 The user must effect and maintain with an insurance company in respect of the user's aircraft, its business and its access to and use of Toowoomba Region Aerodromes adequate public liability insurance in the names of any/all Toowoomba Region Aerodromes and the user for their respective rights and interests for the time being and from time to time in an amount not less than \$20 million in respect of any one claim.

20. RELEASE

- 20.1 The user or its customers, servants, agents or contractors hereby releases and forever discharges TRC, its servants, agents and contractors, from and against all claims, actions, liabilities, and losses arising from, and any costs, charges and expenses incurred in connection with:
- a) loss or damage or property; or
 - b) injury or death to any person, which the user or its customers, servants, agents or contractors or any person claiming through the user or its customers, servants, agents or contractors or under statute or otherwise now has or at any time hereafter and at all times but for the application and/or execution of this document might have had against TRC, its servants, agents and contractors, caused by -

- i. an act, negligence or default of the user or its customers, servants, agents or contractors; or
- ii. some danger created by the user or its customers, servants, agents or contractors (whether or not the existence of that danger was or ought to have been known to the user or its customers, servants, agents or contractors); or
- iii. the operation of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee or agent of TRC);
- iv. any other act or thing other than the negligence or default of TRC which may arise from or in relation to the access and/or use of a Toowoomba Region Aerodrome by the user or its customers, servants, agents or contractors.

21. RELEASE OF WARRANTY

- 22.1 To the fullest extent allowed by law, TRC excludes all warranties or representations in connection with the access and use of a Toowoomba Region Aerodrome. If TRC has any liability for breach of any non-excludable condition or warranty implied under any Legislation in connection with any goods or services provided by it then, to the fullest extent allowed by law, TRC liability is limited to -
- a) in the case of goods, any one or more of the following -
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repairs of the goods;
 - iii. the payment of the cost of replacing the goods, or of acquiring equivalent goods;
 - iv. the payment of the cost of having the goods repaired; or
 - b) in the case of services -
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

22. AERODROME UNAVAILABILITY

- 22.1 TRC shall not be liable for any loss suffered by the user as a result of the closure of a Toowoomba Region Aerodrome for whatever reason and for whatever period or any part thereof.
- 22.2 TRC shall not be liable to the user or any other party claiming under, through, or for the user for any delays in the movement or scheduling of aircraft for any reason whatsoever.
- 22.3 TRC will use its best endeavours to minimise any closure of a Toowoomba Region Aerodrome or the unavailability of any service or facility at a Toowoomba Region Aerodrome and, where possible, will notify the user of any proposed closure or unavailability.

23. PRIVACY AND DATA PROTECTION

- 23.1 TRC will comply with the *Right to Information Act 2009* in respect of all personal data collected under these conditions of access and use.
- 23.2 The collection of personal data includes the recording of aircraft radio transmissions.

24. VARIATIONS

- 24.1 TRC reserves the right, at any time to amend, vary or waive any of the terms and conditions of this document.