



MILDURA AIRPORT MASTER PLAN 2010 **APPENDICES**

Date: - 1st March 2010

TERMS OF USE

Mildura Airport Pty Ltd
For Mildura Airport

This document will be referred to herein as 'terms of use'

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BACKGROUND TO THE INTRODUCTION OF THESE AGREED TERMS OF USE

Mildura Airport covers an area of approximately 300 hectares and is located just five (5) kilometres from the Central Business District of Mildura, the major service centre of the Sunraysia region.

Mildura Airport Pty Ltd (MAPL) is the operator of the Airport by virtue of a management agreement with Mildura Rural City Council (MRCC) who owns the freehold.

Mildura Airport can operate twenty-four (24) hours daily with no curfew applying.

The Airport has two (2) runways 09/27 of 1830 metres and 18/36 of 1139 metres.

Runway 09/27 is sealed to 45 metres and capable of accepting code C aircraft.

Runway 18/36 is sealed to 30 metres. (Refer to ERSA for full details)

Runway can accommodate B 737 and A 320 aircraft up to Maximum Take-off weight.

Apron can accommodate up to 4 code 'C' aircraft simultaneously.

Airport visual aids include 'T VASIS' and 'AT VASIS' precision approach slope indicator systems serving runways 09 & 27. All runways and taxiways meet current standards and requirements for directional lighting and movement area guidance signs.

In 2008, MRCC resolved to corporatise the Airport and created MAPL. A Board of Directors has been appointed and the Corporate Management team created.

These agreed terms of use shall have operation and effect from January 1 2009. As from that date, MAPL's supply of Aeronautical Services and Government Mandated Services to Aircraft Operators will be on these agreed terms of use in return for which Aircraft Operators will pay to MAPL the Charges and comply with all other obligations imposed upon the Aircraft Operator by these agreed terms of use.

Important note regarding acceptance of these terms of use:

If you continue to use our Airport, or our Facilities and Services after being notified of the existence and content of this document, or after we notify you that the document has been amended, then such continued use shall constitute acceptance of these terms of use for the Airport.

1. AGREED TERMS OF USE

1.1 GENERAL MATTERS AND INTERPRETATION

- 1.1.1 You are contracting with Mildura Airport Pty Ltd (MAPL) a company formed to operate the Mildura Airport, Mildura, Victoria, Australia.
- 1.1.2 We agree to supply the Facilities and Services to you in accordance with:
 - 1.1.2.1 These agreed terms of use; and
 - 1.1.2.2 All Legislation.
- 1.1.3 We may agree to supply other non-specified services in our absolute discretion.
- 1.1.4 In consideration of the supply by us of the Facilities and Services you agree to pay the Charges specified and otherwise comply with your obligations under these terms of use as varied from time to time.
- 1.1.5 In these agreed terms of use, unless the contrary intention appears:
 - 1.1.5.1 The singular includes the plural and vice versa and words importing a gender includes other genders; other grammatical forms of defined words or expressions have corresponding meanings; and
 - 1.1.5.2 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 annexure as novated, altered or replaced from time to time.
- 1.1.6 A reference to A\$, \$A, dollar, or \$ is a reference to Australian currency.
- 1.1.7 A reference to a specific time for the performance of an obligation is a reference to that time in the State or Territory or other place where that obligation is to be performed.
- 1.1.8 A reference to a party includes its executors, administrators, successors and permitted assigns and persons to whom these terms of use are novated.
- 1.1.9 Words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.
- 1.1.10 A reference to a statute or statutory provision includes:
 - 1.1.10.1 A statutory provision which supplements, amends, extends, consolidates or replaces it; and
 - 1.1.10.2 Any applicable orders, regulations, instruments or other delegated legislation.
- 1.1.11 The word 'including' implies that the immediately following list is not exhaustive and without limitation.

1.2 DEFINITIONS AND ABBREVIATIONS

ABN means Australian Business Number in accordance with the definition located at s41 of the *A New Tax System (Australian Business Number) Act 1999*.

Aerobridge means the aerobridge or aerobridges located at the Airport terminals and used by you for Embarking Passengers and Disembarking Passengers.

Aerodrome Manual means a manual required under the Civil Aviation Safety Regulations (CASR) as amended from time to time in respect of a licensed airport setting out in the approved form, particulars of and operating procedures for the airport. Those manuals are located in MAPL's Operations Office, and available to be viewed by users of the Airport on request.

Aeronautical Charge or Charges means amounts payable pursuant to these terms of use or otherwise notified to you in writing and includes all of those charges listed in Schedule 1 which are payable by you in consideration for your use of the Facilities and Services.

Aircraft includes fixed wing aircraft, helicopters, balloons-powered and unpowered 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 authority of MAPL operates that Aircraft when it arrives or departs the Airport.

Aircraft Owner means that person named on the Certificate of Registration for the relevant Aircraft.

Air Operator's Certificate means the certificate of that name issued under Division 2 of Part III of the *Civil Aviation Act 1988*.

Aircraft Register means the register of Australian civil aircraft established pursuant to Regulation 47.025 of the *Civil Aviation Safety Regulations 1998* (CASR).

Air Traffic Control means any service provided by air traffic control which includes a traffic advisory service, traffic avoidance service, and traffic information.

Aircraft Parking Charges (APC) means Aircraft parking charges levied by the Airport which do not comprise General Landing Charges.

Airport means the physical site known as Mildura Airport, and includes all hangars, buildings, roads and other areas and facilities within the boundaries of the Airport and beyond as varied from time to time.

Airport Emergency Plan (AEP) means a plan developed by the Airport operator to co-ordinate all agencies and their individual Airport emergency procedures and State or area supporting plans for dealing with an Airport emergency.

Airport Environmental Strategy means those strategies implemented by us from time to time in relation to the protection and preservation of the environment.

Airport Exercises are mandatory exercises required to be done by the Airport operator from time to time to amongst other things test the ability of us, you, and any other parties to react to any emergency situation on the Airport.

Airport Facilities means the buildings and services (including water, electrical, sewerage, gas ramp areas, plant, fixed equipment and other fixed items) located at the Airport and leased, owned, operated and controlled by MAPL.

Airport General Access Charge means a fee charged for access to the airport and conduct of business thereon. This fee may be rebated in part or in full dependent upon the level of compliance with these terms and conditions of the operator, his staff, representatives, contractors or agents or any associated entity whether a corporation or real person.

Airport Services Charges (ASC) means the charges for the use of the Airport's runways, taxiways and apron areas.

Airport Security Committee means the committee convened for the purposes of administering Airport security.

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*.

Airside Drivers Permit (ADP) is the permit issued by MAPL to allow driving Airside.

Airside Escort (AE) is the task of escorting personnel and equipment Airside.

Airside Vehicle Permit (AVP) is the permit issued by MAPL to operate a piece of mobile equipment Airside.

Airside Environmental Charges (AECS) means charges levied by MAPL for cleaning up fuel and hydraulic spills or other Airside equipment and infrastructure damage on the apron, taxiway and runways of the Airport.

Airside Escort Charges (AEC) means charges levied by MAPL for escorting vehicles and personnel Airside.

ASIC means Airport Security Identification Card.

Authorised Officer means an individual with the appropriate authorisation from a party to bind that party to agreed obligations.

Aviation Charges shall have the same meaning as the term 'Aeronautical Charges'.

Aviation Infrastructure and Facilities Investments means those projects at our Airport that we invest in to expand or improve aviation services including, but not limited to runways, taxiways and the apron; aerobridges; terminal and other buildings; or new developments (for example, new large aircraft (LA) works and major new ground transport infrastructure).

Aviation Services and Aeronautical Services means those Aircraft movement facilities and activities and passenger processing facilities and activities set out in Schedule 3 but excluding services provided by us to commercial ground transport operators, fuel companies and fuel suppliers; and includes those services set out in Condition 2 of these terms of use.

Baggage Handling System (BHS) means the physical baggage handling system which transports baggage from counters along conveyor belts to the laterals (as more particularly described in Schedule 4) but does not include the transport of baggage from the laterals to Aircraft.

Bank Guarantee means an unconditional undertaking by an Australian bank on terms acceptable to us to pay the amount of the bank guarantee on demand.

Bond means monetary security to be provided by you, if any.

CASA means the Civil Aviation Safety Authority.

Certificate of Registration means for an Aircraft the certificate of registration issued by the CASA under Regulation 47.090 of the CASR; or for Foreign Aircraft this means the registration of the Aircraft on a national register of Aircraft other than the Australian Civil Aircraft Register.

Charges means amounts payable by you pursuant to these terms of use.

Charter Operations means any charter operations for transporting people and/or goods which are not available to the general public without prior arrangement.

Claim means and includes any action, proceedings, demand, costs, charges and expenses of any kind or nature.

Common Traffic Advisory Frequency (CTAF) means an air traffic frequency at which a mandatory Aircraft radio call is made to pilots of other adjacent Aircraft in uncontrolled airspace advising of the pilot's intentions.

Common User Conditions means the conditions in Schedule 4.

Common User Facilities includes the Aerobridge, the BHS, the Counters, the Departure/Arrival Equipment, the FIDS, our equipment, and the PA system, and any other common user facilities listed in clause 2.10 which common user facilities form part of the Facilities and Services provided by us.

Confidential Information means all information relating to or developed in connection with or in support of either party's business disclosed or otherwise provided by one party to the other or otherwise obtained by either party which:

- (a) is not trivial in character; or
- (b) is not generally available to the public; or
- (c) If generally available to the public, so became available to the public as a result of an unauthorised disclosure or otherwise by reason of a breach of confidence on the part of the other party.

Consequential Loss means:

- (a) any indirect damages, costs or expenses;
- (b) any damages arising directly or indirectly from any loss of use;
- (c) any damages arising directly or indirectly from any loss of revenue, loss of profit, loss of opportunity to make a profit, loss of business, loss of business opportunity, loss of goodwill or loss of capital;
- (d) any damages arising directly or indirectly from any data corruption, loss of data, recommission or reloading of computer hardware or software or any down-time costs;
- (e) any other form of pure economic loss damages or consequential damages that are not referred to in paragraphs (a) to (d); or
- (f) Any special, exemplary, punitive or incidental damages.

Counter means those counters in the Airport terminal used for but not limited to the check in, service and sale counters for use by your customers.

Counter Equipment means the equipment at each Counter which is not owned by us.

Departure/Arrival Equipment means the terminal, the Aerobridge, the nose-in guidance equipment and departure gate counters where applicable.

Disembarking Passengers means all passengers on board an arriving Aircraft. This includes Transit Passengers, transfer passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.

Domestic Operations means any Aircraft or passenger operations including travelling from an origin and travelling to a destination within Australia.

Domestic-On-Carriage means a passenger on an international Flight who travels from one Australian port to another.

Embarking Passengers means all passengers on board a departing Aircraft. This includes Transit Passenger, transfer passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.

ERSA means En Route Supplement Australia.

Facilities and Services means all or any part of our Aircraft landing, take-off, movement and parking facilities (including but not limited to the runways and taxi-ways), the passenger processing facilities and services, and includes the Aviation Services, Government Mandated Services, the Common User Facilities, the General Airport Services and any other part of our Airport generally.

FIDS mean Flight Information Display Systems.

Flight has the same meaning as is given to that term in s3 of the *Civil Aviation Act 1988*.

Foreign Aircraft means an Aircraft Registered on a national register of aircraft other than the Australian Civil Aircraft Register.

General Airport Services means those services and facilities that we provide to users of the Airport other than Aviation Services, Government Mandated Services and Common User Facilities, but include those services which are generally provided to airlines and Aircraft Operators at airports such as airline offices, passenger lounges, Landside storage areas within terminal areas, staff car parking and leased sites and buildings for office, freight, aircraft maintenance, catering and similar services.

General Aviation Operations means any Aircraft operations, other than RPT operations.

General Landing Charges (GLC) means charges for General Aviation Operations calculated by a dollar amount multiplied by Maximum Take-Off Weight (MTOW).

Glider means a non-power driven Aircraft or any Aircraft normally described as a powered glider.

Government Mandated Charges means those charges levied by us and payable by you in accordance with these terms of use, in accordance with Commonwealth government, Ministerial or OTS direction, and legislation.

Government Mandated Costs means those costs incurred by us for providing to you the Government Mandated Services which are permitted to be passed through to Airport users pursuant to a direction by the relevant Minister including MAPL's own cost in administering the Government Mandated Services.

Government Mandated Services means those services that we provide to you which are mandated by the Commonwealth government (in applicable legislation and Ministerial or OTS directions) or other lawful authority which includes, but is not limited to, the services set out at Condition 7 of these terms of use.

Ground Handling Services means the provision by an airport of all or some of the following services; passenger check-in, baggage handling, Aircraft cleaning, Aircraft catering, Aircraft maintenance and/or Aircraft engineering.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time.

GST means any tax imposed on a supply by or through the GST Act and any successor of the GST Act.

IATA means International Air Transport Association.

Infant means a child less than two (2) years of age who has not paid to occupy a seat on an Aircraft.

Interest Rate means a rate of interest per year, reasonably determined by the MAPL Board of Directors.

Key means any form of access control whether mechanical or electronic in nature.

Landside means that portion of the Airport not designated as Airside and to which the general public normally has access.

Legislation includes all Commonwealth and Victorian Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or Aircraft using it, including but not limited to any air navigation, environmental, occupational health and safety or crimes Legislation.

Liquids, Aerosols And Gels Charge (LAGS) means Charges applied for the screening of liquids, aerosols and gels incurred in processing international Embarking Passengers (resulting from the Commonwealth government's requirements from 31 March 2007).

Loss means and includes direct loss, indirect loss, Consequential Loss, and any reference to the making of payment by MAPL and a reference to the incurring of any expense by MAPL.

MAPL means Mildura Airport Pty Ltd (ABN: 54131457700).

Major User means the airline or Aircraft Operators that are the major users of our Airport and together constitute at least 50% of the Aviation Charges revenue for our Airport.

Maximum Take-off Weight (MTOW) means the maximum take-off weight for an Aircraft as specified by the manufacturer.

Military Landing Charges (MLC) means Charges attracted by Military Operations of a commercial nature.

Military Operation means any operation the dominant purpose of which is military or defence related.

Minimum Cleaning Charges (MCC) means the minimum Charges applied for Airside cleanup which may include Airside Environmental Charges.

NOTAM means Notice to Airmen issued by Air Services Australia.

Operating Crew means your employees operating as flight or cabin crew on an arriving or departing Aircraft.

OTS means The Department of Infrastructure, Transport, Regional Development and Local Government, Office of Transport Security.

Our Equipment means any equipment (including without limitation the Counters) supplied by us under these terms of use but does not include any Counter Equipment or the terminal equipment supplied by the airline or Aircraft Operator.

PA system means our public address system throughout our Airport terminal buildings.

Passenger means all persons on board an Aircraft including persons travelling on point-to-point redemption bookings through frequent flyer programmes, transit travellers, and airline staff travelling on concessional fares, but excludes non-revenue travellers such as crew and Infants.

Person includes a corporation or other organisation or enterprise.

Personal Information means information about an individual whose identity is apparent or can reasonably be ascertained from that information.

Positioning Crew means your flight and cabin crew, other than the Operating Crew, arriving into, or departing from the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.

Regional Operations means any flying operations within the Northern Victorian, Sunraysia, Riverland, Riverina and Western New South Wales regions and may include RPT operations.

Registered means in relation to an Aircraft, that the Aircraft has a Certificate of Registration.

Regular Public Transport (RPT) Operations means air service operations where, for a fee, the Aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis, and includes any such services that may be diverted from another airport to our Airport.

Rotary Wing Charges (RWC) means landing charges for non-fixed wing Aircraft.

Rules mean the rules for operation at Mildura Airport promulgated by MAPL.

Safety and Security Charges (SSC) means Government Mandated Charges relating to aviation security arrangements.

Security Restricted Area (SRA) means all areas which are Airside of the security fences on the Airport.

Services mean collectively, Aeronautical Services and Government Mandated Services.

Supply is to be given the meaning it bears in the GST Act.

Tax Invoice shall mean such document as prescribed by the GST Act which contains the information relating to a taxable supply required by the GST Act.

Terms of use means these agreed terms of use (as amended from time to time).

Transit Passengers means a passenger who continues their journey on a Flight having the same Flight number as the Flight on which they arrived.

Transport Security Program (TSP) means that program in accordance with the Aviation Transport Security Act 2004 and is located at MAPL Operations Office, and available to OTS approved users of the Airport on request.

Ultra-light / Glider Charges (UGC) means landing Charges applicable to low weight Aircraft.

Use means use of any of our Facilities and Services including but not limited to Aircraft landing, taking off, taxiing or parking, or discharging or taking on Passengers or cargo.

We or Us or Operator or Our means MAPL and includes our officers, employees, agents and the operator for the time being of the Airport.

You or your means:

- (a) in the case of RPT Aircraft, the holder of the Air Operator's Certificate at the time our Facilities and Services at the Airport/s are used;
- (b) where the Aircraft is Registered, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport/s are used;
- (c) where the Aircraft is not Registered, the person who we reasonably believe is the owner or operator of the Aircraft; and
- (d) where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor (administrator) is appointed in respect of a person liable for Charges the administrator is jointly and individually liable with that person or that person's estate for all Charges in respect of each use which occurs during the period of the administrator's appointment.

1.3 NOT USED

1.4 DATE OF CURRENCY OF THESE TERMS OF USE

- 1.4.1 These terms of use are current as at the date on the front page of these terms of use, until we change, replace or waive them.

1.5 CONDITIONS GENERALLY

- 1.5.1 These terms of use may be an attachment to another agreement between you and us, or the only agreement governing our relationship.

1.6 HEADINGS

- 1.6.1 Headings are for ease of reference and do not affect the meaning of these terms of use.
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2. USE OF MILDURA AIRPORT

2.1 APPLICABILITY OF THESE TERMS OF USE

- 2.1.1 Not used.
- 2.1.2 Any dispute, inconsistency or ambiguity regarding these terms of use, the Schedules to these terms of use, and any of the requirements referred to in Condition 2.3.1.3 shall be resolved by MAPL in its reasonable discretion.
- 2.1.3 These terms of use apply equally to Domestic Operations (including RPT Operations), Regional Operations, Charter Operations, Military Operations, General Aviation Operations and any other operations to which MAPL reasonably determines these terms of use will apply.

2.2 FACILITIES AND SERVICES PROVIDED BY MAPL

- 2.2.1 MAPL will supply Aviation Services, Government Mandated Services and subject to agreement, General Airport Services to you.
- 2.2.2 We agree to supply Aviation Services, Government Mandated Services and any other Facilities and Services agreed by the parties to be supplied by MAPL in accordance with:
 - 2.2.2.1 These agreed terms of use;
 - 2.2.2.2 All applicable Legislation;
 - 2.2.2.3 In the case of Government Mandated Services, as required by OTS or the relevant authority; and
 - 2.2.2.4 The Rules of MAPL for operations and occupancy.

2.3 USE OF MILDURA AIRPORT

- 2.3.1 You acknowledge and agree that:
 - 2.3.1.1 Access to the Airport and the Facilities and Services is subject to the demand of other users of the Airport;
 - 2.3.1.2 You may use the Airport as a designated alternate without first obtaining our consent. However you must use your best endeavours to obtain our consent before using the Airport;
 - 2.3.1.3 Use of the Airport Facilities and Services is governed by relevant Legislation and the Aircraft Operator must comply with the following matters as amended from time to time in addition to these terms of use:
 - 2.3.1.3.1 MAPL's Transport Security Program;
 - 2.3.1.3.2 MAPL's Airport Emergency Plan;
 - 2.3.1.3.3 All published Method of Working Plans (MOWP) from MAPL;
 - 2.3.1.3.4 MAPL's reasonable insurance policy requirements;
 - 2.3.1.3.5 All applicable Legislation;
 - 2.3.1.3.6 Any restrictions on flying operations that may be imposed from time to time by the relevant authority including the operational requirements of the Airport as published in ERSA and NOTAM;
 - 2.3.1.3.7 Local flying restrictions;
 - 2.3.1.3.8 Safety and security directions and requirements notified by MAPL from time to time and necessary for the day to day operation of the Airport. Where possible MAPL will give notice of directions;

- 2.3.1.3.9 Environment and safety directions notified by MAPL including but not limited to the Airport Environmental Strategy, the ground running rule, bird and wildlife hazard and damage reporting, fuel and oil spill reporting and management;
- 2.3.1.3.10 MAPL's Airside Driving Handbook, and the requirement to obtain and observe the relevant operator licences issued by MAPL which include Airside Drivers Permits and Airside Vehicle Permits;
- 2.3.1.3.11 Any noise management procedures or Legislation in place from time to time;
- 2.3.1.3.12 Applicable environmental Legislation;
- 2.3.1.3.13 Occupational health and safety Legislation;
- 2.3.1.3.14 Rules for operations, activities and behaviours at the Airport published by MAPL;
- 2.3.1.3.15 Conditions, instructions, orders or directions published from time to time by MAPL; and
- 2.3.1.3.16 Directives on security of airports and aircraft issued by OTS, CASA or any other authority.
- 2.3.1.4 We may close all or any part of the Airport and withdraw all or any part of the Facilities and Services, for any period we consider appropriate when in our opinion it is necessary to do so. This decision shall be the absolute discretion of MAPL with or without advanced notice.
- 2.3.1.5 You acknowledge that you are liable for and you agree to release and indemnify us, our officers, employees and agents against any Loss sustained by you as a result of any planned or unplanned closure of the Airport, or the interruption or shutdown of any Facilities or Services.
- 2.3.2 Not used.
- 2.3.3 You agree that when operating Aircraft at the Airport at all times you shall make radio calls on the Common Traffic Advisory Frequency (CTAFR) in all circumstances as required by relevant Legislation including if not otherwise stated:
 - 2.3.3.1 When inbound to the Airport at 20, 10 and 5 nautical miles distant;
 - 2.3.3.2 Advise your estimated time of arrival in the calls referred to in 2.3.3 above;
 - 2.3.3.3 When joining the circuit at the Airport;
 - 2.3.3.4 Following any missed approach to the Airport;
 - 2.3.3.5 When turning down wind of the Airport;
 - 2.3.3.6 When turning to base;
 - 2.3.3.7 When turning to final approach of the Airport;
 - 2.3.3.8 When clear of the runways; and
 - 2.3.3.9 When taxiing for departure advising of intentions.
- 2.3.4 You agree that when operating Aircraft at the Airport at all times you shall adhere to the circuit direction dictated by the wind direction and at all times join the circuit for an into wind landing regardless of whether the landing is made from an instrument approach or a visual approach.
- 2.3.5 Straight in downwind landings are specifically prohibited for all categories of operations.
- 2.3.6 RPT Aircraft shall adhere to priority protocols and not disrupt the circuit or cause inconvenience or conflict by unreasonably demanding priority over other aircraft regardless of class type or category of operation.

2.4 AIRCRAFT OWNER & AIRCRAFT OPERATORS INSURANCES

- 2.4.1 You must at all times maintain a policy of insurance for at least \$20,000,000.00 (or such other amount as agreed) insuring against all Claims which may be brought against either you or us for bodily injury (including death) and/or damage to property whether or not arising out of the use of any Aircraft or equipment of whatever nature by you or any other party you authorise to use such Aircraft or equipment. The insurance policy must note our interest.
- 2.4.2 You shall provide us with a copy of the Certificate of Currency (CoC) for the insurance referred to in Condition 2.4.1 at the time of each renewal and whenever requested by us produce evidence of the currency of the insurance policy required by Condition 2.4.1.
- 2.4.3 We may deny your staff and Aircraft the use of the Airport or the Facilities and Services until the insurance referred to in Condition 2.4.1 is in place.
- 2.4.4 You acknowledge that the sum insured as stated in Condition 2.4.1 or as otherwise agreed is not the limit of your liability but merely a reasonable minimum amount of insurance that must be maintained. The insured amount must be sufficient to cover all risk of loss of or damage to any property, equipment or other materials used by you in the conduct of any operation of the Airport for which you are responsible.

2.5 AIRSIDE ESCORT (AE) and PERMITS

- 2.5.1 MAPL will issue a temporary access pass when required, to:
 - 2.5.1.1 All personnel requiring Airside access but not having an ASIC.
- 2.5.2 MAPL will:
 - 2.5.2.1 Escort all personnel and vehicles while Airside.

2.6 AIRSIDE DRIVING

- 2.6.1 You are not permitted to operate a vehicle Airside or operate a piece of mobile equipment Airside unless and until:
 - 2.6.1.1 You hold a current ASIC;
 - 2.6.1.2 You hold an Airside Drivers Permit (ADP) issued by MAPL; and
 - 2.6.1.3 You have obtained an Airside Vehicle Permit (AVP) for any vehicle to be used Airside.
- 2.6.2 Condition 2.6.1 applies to you and all staff, contractors, sub contractors, visitors and associates for whom you have responsibility.
- 2.6.3 You are not permitted to drive Airside in an Airside zone not included in the privileges of the ADPs or AVPs you hold.
- 2.6.4 An ADP is valid only while a current state driving licence is held by the ADP holder.
 - 2.6.4.1 If your State issued driving licence is cancelled, confiscated, suspended or in any way rendered invalid you must immediately notify MAPL.
- 2.6.5 Processes for the issue of ADPs and AVPs are prescribed in the MAPL Airside Driving Handbook issued by MAPL.
- 2.6.6 Fees for the issue of ADPs and AVPs are included in Schedule 1 of these terms of use.

2.7 AIRSIDE VEHICLE OPERATIONS

- 2.7.1 You agree that any vehicle you wish to bring Airside and operate there shall:
 - 2.7.1.1 Be operated at all times in accordance with the MAPL Airside Driving Handbook;
 - 2.7.1.2 Have the relevant AVP label affixed to the vehicle in the manner prescribed in the MAPL Airside Driving Handbook;
 - 2.7.1.3 Comply with the requirements of the MAPL Aerodrome Manual and the MAPL Airside Driving Handbook;

- 2.7.1.4 Be insured in accordance with the provisions of these terms of use and a copy of the Certificate of Currency provided to MAPL annually upon renewal;
- 2.7.1.5 Display an operating rotating amber beacon; and
- 2.7.1.6 Carry passengers only in seats provided.

2.8 CAR PARKING ON AIRPORT LAND

- 2.8.1 You agree that any motor vehicle, motor bike, motor scooter or any other means of conveyance brought to the Airport by any member of your staff, contractors to your business or any other party having reason to visit you or your business for any purpose connected to your business shall be parked in accordance with the requirements of this terms and conditions document, the Airport Rules and any directions given by Airport management from time to time.
- 2.8.2 In permit zones a permit shall be obtained from MAPL prior to parking.
 - 2.8.2.1 Consent to parking in permit zones is to enable specific operations and is granted only for the period associated with the particular requirement.
 - 2.8.2.2 Parking in permit zones for private use is prohibited.
 - 2.8.2.3 Parking in permit zones for travel of any kind is prohibited
- 2.8.3 Your staff shall at all times park vehicles in the nominated staff car parking area and not use spaces set aside for patrons of the Airport. When using the staff parking facilities, a MAPL staff parking permit shall be affixed to the vehicle windscreen adjacent to the registration label. Staff cars shall not be parked in general parking areas.
- 2.8.4 You may request to have certain vehicles accessible to your operation. In that case we will negotiate with you to provide a convenient dedicated parking location for a fee.
- 2.8.5 Infringement notices may be issued by Mildura Rural City Council, Victoria Police, Federal Police, Office of Transport Security on behalf of MAPL for breaches of parking conditions.
- 2.8.6 MAPL may charge a fee for parking on airport land both airside and landside.

2.9 Not Used

2.10 COMMON USER FACILITIES

- 2.10.1 All runways, taxiway facilities and aprons at the Airport including the domestic terminal, RPT apron and general aviation apron are Common User Facilities. All operators using these Common User Facilities shall do so in accordance with these terms of use.
- 2.10.2 You are responsible for removing all rubbish generated by your activities at the end of each shift to a receptacle supplied by you. That rubbish shall be disposed of in the manner directed by MAPL.
- 2.10.3 Quarantinable rubbish generated by you shall be disposed of by you in a manner approved by the appropriate regulatory authority.
- 2.10.4 MAPL may choose to supply a central rubbish bin. In that case, all operators shall use that facility and costs will be recovered from the users of that facility.

2.11 DRUG AND ALCOHOL MANAGEMENT PLAN (DAMP)

- 2.11.1 In accordance with applicable Legislation, MAPL has an established DAMP.
- 2.11.2 MAPL may require you to demonstrate that you have a DAMP.

2.12 GROUND SERVICE EQUIPMENT (GSE) PARKING AND STORAGE

- 2.12.1 GSE required for an operation shall be stored in the nominated equipment storage area and moved to the defined Airside parking area no more than sixty (60) minutes prior to the estimated time of arrival of an Aircraft. Equipment shall be returned to the nominated storage area no more than thirty (30) minutes after departure of the Aircraft involved in the operation.

2.13 AIRCRAFT PARKING

2.13.1 Aircraft parking shall be governed by MAPL's Bay Usage Policy as amended from time to time. You acknowledge that the Bay Usage Policy is hereby incorporated into these terms of use.

2.14 NOT USED

2.15 SIGNS

2.15.1 No sign of any nature visible to the public shall under any circumstance be erected or displayed without prior written consent of MAPL.

2.16 APPLICABLE COSTS

2.16.1 MAPL shall charge and you agree to pay for your use of the Facilities and Services provided by MAPL in accordance with these terms of use.

2.16.2 We will charge for the provision of Facilities and Services through the Aviation Charges, and for the provision of the Government Mandated Services through the Government Mandated Charges.

2.16.3 MAPL May charge for motor vehicle parking on airport land

2.17 GENERAL AIRPORT SERVICES

2.17.1 In addition to these terms of use, the provision of General Airport Services by us and the Charges for those General Airport Services are governed by separate commercial terms and separate commercial rates which we will negotiate with you in good faith upon request.

2.18 NOTIFICATION OF THE EXISTENCE AND ACCEPTANCE OF THESE TERMS OF USE

2.18.1 We will take all reasonable steps to notify you of the existence of, and the requirement to comply with these terms of use prior to your use of our Facilities and Services.

2.18.2 If you use our Airport without first being notified of these terms of use, we will subsequently notify you after your first use our Airport, or our Facilities and Services.

2.18.3 If you continue to use our Airport, or our Facilities and Services after being notified of the existence and content of these terms of use, or after we notify you that these terms of use have been amended, then such continued use shall constitute acceptance of the terms of use of the Airport.

2.19 CHANGES TO THESE TERMS OF USE

2.19.1 We reserve the right to change these terms of use. The current document can be accessed on www.milduraairport.com.au

3. SERVICE PERFORMANCE

3.1 GENERAL RELATIONSHIP PRINCIPLES

3.1.1 We will operate our Airport having regard to the following principles:

3.1.1.1 We will act reasonably to answer all correspondence, questions and inquiries promptly;

3.1.1.2 We can be contacted by telephone, facsimile, in person or electronically during normal business hours;
and

3.1.1.3 We will take all reasonable steps to act and discharge our duties with professionalism in a spirit of open and honest communication, striving for reasonable outcomes for all parties, wherever possible,

In accordance with these terms of use.

3.2 SERVICE OF NOTICES

3.2.1 Any notice, demand, consent or other communication concerning these terms of use must be in writing and be:

3.2.1.1 Signed by that party, its Authorised Officer, or by its solicitors; and

3.2.1.2 Served by being delivered personally to the party, or by sending it by registered mail to:

3.2.1.2.1 The address most recently notified by that party; or

3.2.1.2.2 The registered office if a company; or

3.2.1.2.3 The address indicated on these terms of use; or

3.2.1.2.4 By sending a facsimile transmission to the number provided for that purpose.

3.2.2 Any notice, demand, consent or communication sent by post will be deemed to be served when the letter would be delivered in the ordinary course of post. Any change of address for the service of notices of either party must be notified in writing to the other party within seven (7) days of the change.

3.2.3 Any notice, demand, consent or communication sent by email or facsimile will be deemed to be served immediately after the time of successful transmission.

3.3 CONTACT INFORMATION

3.3.1 You can contact us by any of the following means:

3.3.1.1 By mail, to

Chief Executive Officer

Mildura Airport Pty Ltd

PO Box SM 356

Mildura South Vic 3501

By email

info@milduraairport.com.au

3.3.1.2 By facsimile to

(03) 5021 5740 – For calls made from within Australia

3.3.1.3 By telephone

(03) 5055 0500 – For calls made from within Australia

4. COMPLIANCE, DEFAULT AND TERMINATION

4.1 COMPLIANCE

- 4.1.1 You must not do anything that puts us in breach of any Legislation.
- 4.1.2 We need not give you any information which would result in us breaching any confidentiality obligations, or security restrictions. If we provide you with any information and require that disclosure be limited to certain authorised personnel, you must comply with this request.

4.2 BREACH

- 4.2.1 Where you are in breach of these terms of use of the Airport, we may, to the extent of our entitlement to do so:
 - 4.2.1.1 Issue a breach notice advising details of the breach and the consequences thereof, including any steps you must take to rectify the breach within a reasonable time determined by MAPL; or
 - 4.2.1.2 Terminate your right to use our Airport and its Facilities and Services upon fourteen (14) days written notice if a breach is not rectified in accordance with a breach notice issued by MAPL or the breach is incapable of being rectified.
- 4.2.2 For the purposes of ensuring compliance with these terms of use, and in addition to our rights pursuant to clause 4.2.1 of these terms of use, MAPL will apply the following discounts to the total amount of Airport General Access Charges payable by you in any one (1) month period depending upon the number and nature of the breaches of these terms of use for which you are responsible within that one (1) month period:

Severity of breach	Number of breaches in any one (1) month	Percentage discount applied to Airport General Access Charge payable by you	Airport General Access Charge payable by you
No breach	N/A	One Hundred (100) percent	\$0
Slight	1	Ninety Five (95) percent	\$50
Slight	2	Ninety (90) percent	\$100
Slight	3	Eighty Five (85) percent	\$150
Slight	4	Eighty (80) percent	\$200
Slight	5	Seventy Five (75) percent	\$250
Minor	1	Ninety (90) percent	\$100
Minor	2	Eighty (80) percent	\$200
Minor	3	Seventy (70) percent	\$300
Minor	4	Sixty (60) percent	\$400
Major	1	Sixty (60) percent	\$400
Major	2	Fifty (50) percent	\$500
Major	3	Sixty (60) percent	\$600
Critical	1	nil discount	\$1000

4.2.3 You acknowledge and agree that:

4.2.3.1 If you are responsible for more than (1) critical breach, or more than two (2) major breaches, or more than three (3) minor breaches of these terms of use in any one (1) month period; or

4.2.3.2 If you are responsible for three (3) or more critical breaches in any one six (6) month period, MAPL may immediately terminate your right to use our Airport and its Facilities and Services.

4.2.4 You acknowledge and agree that MAPL may determine whether a breach of these terms of use is critical, major, minor or slight in its reasonable discretion, having regard to, among other things, any failure to comply with applicable Legislation.

4.3 PRESERVATION OF RIGHTS

4.3.1 Any termination by MAPL of your right to use the Airport and its Facilities and Services shall be without prejudice to any Claim which MAPL may have against you in respect of any breach of these terms of use which occurred prior to the termination.

5. INFORMATION WE REQUIRE FROM AIRCRAFT OPERATORS

5.1 Before using our Facilities and Services at the Airport, and subject to any Legislative requirements regarding Personal Information, you must give us any information we require, including:

5.1.1 Your name, address, ABN and contact details;

5.1.2 Evidence that you have in place emergency procedures in connection with all potential threats to Passengers, cargo and the Facilities and Services at the Airport as appropriate to your operations and at least to the standard required to comply with MAPL's AEP;

5.1.3 The names, addresses, telephone numbers (business and after hours), facsimile numbers and all other contact details of your key personnel we can contact at any time about emergencies, security, operational or financial matters in connection with you using the Facilities and Services at the Airport;

5.1.4 Evidence of the insurance policies you hold that are consistent with the requirements of these terms of use and confirmation in writing and in a form reasonably acceptable to us that these policies will remain current at all times when you are using the Facilities and Services at the Airport;

5.1.5 Ground handling arrangements for Passengers and cargo if required for your operations;

5.1.6 Arrangements for the repositioning of stationary Aircraft;

5.1.7 Confirmation in writing and in a form reasonably acceptable to us that the types and standards of Aircraft being flown by you, into and from the Airport, are compliant with the applicable Legislation;

5.1.8 Confirmation in writing and in a form reasonably acceptable to us of the ownership details for all Aircraft using the Facilities and Services;

5.1.9 MTOW for all Aircraft using the Facilities and Services;

5.1.10 Details of any changes made to information required under these terms of use within one (1) month of such change;

5.1.11 Not used;

5.1.12 You must also within seven (7) days of the end of each calendar month provide us with;

5.1.12.1 The number of Passengers per Flight that you embarked and disembarked at the Airport during that month; and

- 5.1.12.2 The number of those Passengers who were transit Passengers shown separately; and
 - 5.1.12.3 The number of Flights you operated to and from the Airport for the period; and
 - 5.1.12.4 The number of Passenger seats you provided during the period.
 - 5.1.13 If we ask you to do so, you must give us certified statements from your auditors verifying the accuracy of the information you have provided to us under these terms of use. You must give us the statements within sixty (60) days of the date of our request, which shall be made no more frequently than once a year. Your auditors must be registered in accordance with applicable Legislation;
 - 5.1.14 You agree that we may, and permit us to conduct an independent audit at our cost, of the information you provide us under these terms of use;
 - 5.1.15 Where the information you provide to us, or the information we obtain from the audit we carry out, discloses any error in the information we have been provided with, we shall be entitled to calculate and levy charges based upon the information obtained from the independent audit;
 - 5.1.16 If the error identified is in our favour by 5 or more based on the information you have given to us, then you must also reimburse us the cost of the audit carried out by us under these terms of use;
 - 5.1.17 Where you advise us that the information given to us under these terms of use is commercially sensitive, we shall use our best endeavours to maintain its confidentiality; and
 - 5.1.18 Where you fail to provide the information required under these terms of use, we shall be entitled to calculate and levy our aviation charges based upon either a presumption of maximum seat load capacity as published by you or the registered MTOW as published by CASA and/or Jane's All the World's Aircraft.
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6. AVIATION CHARGES

6.1 AIRPORT GENERAL ACCESS CHARGE

- 6.1.1 Means a fee charged for access to the airport and conduct of business thereon. This fee may be rebated in part or in full dependent upon the level of compliance with these terms and conditions by the operator, his staff, representatives, contractors or agents or any associated entity whether a corporation or real person working for or engaged by the operator directly or indirectly.

6.2 CALCULATION OF AVIATION CHARGES

- 6.2.1 The amount of Aviation Charges you shall pay will be calculated in accordance with Schedule 1 and clause 4 of these terms of use, as varied from time to time.

6.3 PAYMENT OF AVIATION CHARGES

- 6.3.1 All Aviation Charges become due and payable in accordance with Schedule 1, and must be paid before your Aircraft leaves the Airport, unless you have made other written arrangements for the provision of credit with the Airport which must be signed by both parties.
- 6.3.2 The Aviation Charges are payable in Australian dollars only.
- 6.3.3 Where invoices are issued in relation to the Aviation Charges, payment of those Aviation Charges must be made in accordance with our regular trading terms which will be specified on each invoice rendered requiring payment within thirty (30) days of the date of the invoice.
- 6.3.4 You must pay the Aviation Charges by the date specified in the invoice either by:
 - 6.3.4.1 Direct deposit into our bank account, the details of which will be provided; or
 - 6.3.4.2 Cheque made payable to MAPL, noting that you may also be responsible for bank charges incurred in cheque processing; or
 - 6.3.4.3 Any other method approved by us.

6.4 VARIATION OF AVIATION CHARGES

- 6.4.1 We may vary any of the Aviation Charges or their application, or the discounts applicable to those Aviation Charges pursuant to clause 4 of these terms of use, at any time.
- 6.4.2 If we intend to vary any of the Aviation Charges or the discounts applicable to those Aviation Charges pursuant to clause 4 of these terms of use:
 - 6.4.2.1 Where it is practical to do so, we will use our best endeavours to consult with the relevant Major Users of the Airport at least sixty (60) days before we vary the Aviation Charges or the discounts applicable to those Aviation Charges pursuant to clause 4 of these terms of use; and in any event
 - 6.4.2.2 We will notify you at least thirty (30) days before any variation becomes effective.

6.5 AVIATION INFRASTRUCTURE AND FACILITIES

- 6.5.1 You acknowledge that we are responsible for all Aviation Infrastructure and Facilities Investment decisions at the Airport. If we decide to make a major Aviation Infrastructure and Facilities Investment, we may increase the Aviation Charges. However, before we make a final decision on any Aviation Infrastructure and Facilities Investment, we agree to use our best endeavours to consult with our Major Users about any necessary related increases to Aviation Charges at least sixty (60) days prior to implementing such changes.
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7. GOVERNMENT MANDATED CHARGES

7.1 GOVERNMENT MANDATED SERVICES

- 7.1.1 We administer the Government Mandated Services for the provision of safety and security at our Airport, which includes (but is not limited to), the following Services:
 - 7.1.1.1 Security services required by Legislation;
 - 7.1.1.2 Passenger screening;
 - 7.1.1.3 Checked bag screening;
 - 7.1.1.4 other services required by the Commonwealth Government or other lawful authority (including OTS) and any additional security measures we are required to take or which we undertake through third parties and which may include:
 - 7.1.1.4.1 Capital expenditure (allowing a reasonable return on capital investment) to provide such Services; and
 - 7.1.1.4.2 Any hiring of equipment required for providing the Government Mandated Services; and
 - 7.1.1.4.3 Any operational and administrative Services retained by the Airport to assist in providing the Government Mandated Services either directly, or on a contract management basis.
- 7.1.2 MAPL may at its absolute discretion choose to become a fully screened airport and recover the cost of screening of all departing passengers.

7.2 PAYMENT OF GOVERNMENT MANDATED CHARGES

- 7.2.1 You must pay us the Government Mandated Charges applicable to the provision by us of Government Mandated Services. All Government Mandated Charges become due and payable when you use the Airport, and must be paid before your Aircraft leaves the Airport, unless you have made other written arrangements for the provision of credit with the Airport which must be signed by both parties.
- 7.2.2 The Government Mandated Charges are payable in Australian dollars only.
- 7.2.3 Where invoices are issued in relation to the Government Mandated Charges, payment of those Government Mandated Charges must be made in accordance with our regular trading terms which will be specified on each invoice rendered requiring payment within thirty (30) days of the date of the invoice.

- 7.2.4 You must pay the Government Mandated Charges by the date specified in the invoice either by:
 - 7.2.4.1 Direct deposit into our bank account, the details of which will be provided; or
 - 7.2.4.2 Cheque made payable to Mildura Airport Pty Ltd noting that you may also be responsible for bank charges incurred in cheque processing; or
 - 7.2.4.3 Any other method approved by us.

7.3 CHANGES TO GOVERNMENT MANDATED CHARGES

- 7.3.1 We will notify you of any changes to the Government Mandated Charges as soon as reasonably practicable.

7.4 NOT USED

7.5 MANAGEMENT OF GOVERNMENT MANDATED CHARGES AND SERVICES

- 7.5.1 We will use our best endeavours to manage the Government Mandated Charges and provide the Government Mandated Services in the most economically efficient and cost effective manner, having regard to best practice in the industry and the service levels mandated by the Commonwealth Government.
- 7.5.2 Not used.

8. FAILURE TO PAY CHARGES

8.1 FAILURE TO PAY CHARGES WHEN DUE

- 8.1.1 You must notify us immediately if you become aware that you will not, or might not be able to pay a Government Mandated Charge or an Aviation Charge by the due date.
- 8.1.2 Neither you giving nor our receipt of that notice, affects our rights under these terms of use or at law, and you will remain liable for the payment of the Government Mandated Charges and Aviation Charges.
- 8.1.3 We may charge interest at the Interest Rate for any Charges paid after their due date for payment. Interest at the current rate of 2.0 per calendar month, and subject to change from time to time, will be calculated from the day the Charge was payable to the date it is paid in full. Each month we will add the interest to the unpaid amount and charge interest on the total outstanding amount.
- 8.1.4 You will also be liable for any additional costs we incur in recovering any unpaid Charges.

8.2 DISPUTED CHARGES

- 8.2.1 You must notify us in writing within fourteen (14) days of the invoice date that you dispute any Government Mandated Charges or Aviation Charges shown in an invoice.
- 8.2.2 Notwithstanding Condition 8.2.1, disputed Government Mandated Charges or Aviation Charges must be paid by their due date for payment or penalties will apply.
- 8.2.3 If following the resolution of a dispute regarding any Government Mandated Charges or Aviation Charges:
 - 8.2.3.1 It is found that you have made an overpayment of Charges, then we will credit your next invoice from us by the amount of overpayment of Charges; or
 - 8.2.3.2 It is found that you are required to pay further Charges to us in addition to the disputed invoice amount (not limited to the payment of any of our costs in respect to your dispute), then you must pay those further Charges to us immediately following the resolution of the dispute.

8.3 DETENTION OF AIRCRAFT AND EXCLUSION OF ACCESS TO AIRPORT

- 8.3.1 If you do not pay us any undisputed amount payable under these terms of use within twenty-one (21) days after the last day by which it is payable or negotiations over disputed amounts fail, we may:
 - 8.3.1.1 Refuse to allow any or all of your Aircraft to use our Facilities and Services at the Airport; or
 - 8.3.1.2 Use reasonable means to detain any of your Aircraft and any other ancillary equipment used to cover your Aircraft Operations (whether directly involved in the accrual of the debt or otherwise) until you have paid all outstanding amounts; or
 - 8.3.1.3 Sell any of your property or detained Aircraft to recover the Government Mandated Charges and Aviation Charges, interest and our costs incurred.
- 8.3.2 We will not be liable for any Loss, liability or exposure you incur arising out of:
 - 8.3.2.1 Anything we do or do not do in exercising our right of sale under these terms of use, including not obtaining a market price; and
 - 8.3.2.2 Our application of the sale proceeds.

Where MAPL considers your grounds for a dispute to be reasonable, we will not exercise our rights under these terms of use unless we have first sought to negotiate with you in good faith to resolve the dispute, and given you a further fourteen (14) days written notice regarding out intended actions.
- 8.3.3 You acknowledge that we have the rights conferred by these terms of use, and submit to the obligations to pay under these terms of use.
- 8.3.4 You acknowledge and agree that if we detain your Aircraft or take any other action as a result of the non payment of Government Mandated Charges and Aviation Charges, all costs incurred by us become payable by you, including any costs for security incurred during any detention period.
- 8.3.5 Unless we give you written consent, you are not allowed to make any set-off against or deduction from the Government Mandated Charges and Aviation Charges payable for using our Facilities and Services for any reason whatsoever.
- 8.3.6 These terms of use do not limit any other action lawfully available to us to recover anything you owe us.
- 8.3.7 Our rights under these terms of use are not lost, or deemed to be waived, where any of your Aircraft are removed from the Airport.

8.4 BANK GUARANTEE OR BOND

- 8.4.1 If on two (2) or more occasions you have failed to pay Government Mandated Charges, and/or Aviation Charges by the date specified within the invoice rendered we have at any time commenced recovery action against you we may require that you provide us with a Bank Guarantee or Bond in accordance with these terms of use.
- 8.4.2 Where we have requested a Bank Guarantee or Bond from you and it is not provided, we may:
 - 8.4.2.1 Refuse to allow any or all of your Aircraft to use the Airport; and
 - 8.4.2.2 Refuse you or any entity associated with you access any part of the Airport; and
 - 8.4.2.3 Report your conduct to such credit reference organisations as we deem to be appropriate, Until you provide us with a suitable Bank Guarantee or Bond.

8.5 SECURITY

- 8.5.1 If we request a Bank Guarantee or Bond from you as security for your use of our Facilities and Services, you must provide that Bank Guarantee or Bond within thirty (30) days of our request.
- 8.5.2 The amount of the Bank Guarantee or Bond will be the greater of:
 - 8.5.2.1 \$10,000.00; or
 - 8.5.2.2 The aggregate of the previous three (3) months Charges payable by you to us; or

8.5.2.3 Any other amount we consider appropriate.

8.5.3 We may on thirty (30) days written notice require you to increase the amount of the Bank Guarantee or Bond if:

8.5.3.1 You fail to pay any Charges; or

8.5.3.2 You fail to comply with any of these terms of use.

8.5.4 You acknowledge that if you fail to pay any Charges, or cause any damage to the Facilities and Services or anything else at the Airport we may draw upon the Bank Guarantee or Bond without notice to you to compensate us for any Loss sustained by us.

8.5.5 If we draw upon the Bank Guarantee or Bond, you must immediately give us a replacement Bank Guarantee or Bond for the amount required under these terms of use.

8.5.6 You may be prohibited from using the Facilities and Services until a replacement Bank Guarantee or Bond is provided.

8.6 NOT USED

8.7 NOT USED

9. SERVICES WE DO NOT PROVIDE

9.1 WE DO NOT PROVIDE:

9.1.1 Aircraft, building, motor vehicle or other security services; or

9.1.2 Air Traffic Control services; or

9.1.3 Rescue and fire fighting services; or

9.1.4 En-route services; or

9.1.5 Meteorological services; or

9.1.6 Hangar facilities except where special arrangements are in place; or

9.1.7 Quarantine waste disposal, customs or immigration services; or

9.1.8 Mechanical repair/maintenance services; or

9.1.9 Ground Handling Services, re-fuelling services and apron services other than allocating Aircraft parking bays; or

9.1.10 Environmental cleanup services; or

9.1.11 Non visual navigation aids services; or

9.1.12 Any other service we elect not to supply or to discontinue supplying upon notice by us in writing.

10. AIRPORT SECURITY AND EMERGENCY PROVISIONS

10.1 WE ARE RESPONSIBLE FOR SECURITY AT MILDURA AIRPORT

- 10.1.1 We are responsible for the Airport's security arrangements and emergency response activities to the extent required by Legislation.
- 10.1.2 You acknowledge and agree that we are otherwise not responsible for Aircraft, building, motor vehicle or other security services.

10.2 MAPL's TSP

- 10.2.1 MAPL's TSP outlines our requirements regarding our Airport's security. You shall comply with MAPL's TSP.

10.3 SECURITY AND SAFETY

- 10.3.1 You and your employees, agents and contractors must display a current ASIC above the waist in a visible location on the person at all times whilst on official business at our Airport, and it must be produced for inspection by us or any other lawful authority at any time.
- 10.3.2 You shall not operate Airside:
 - 10.3.2.1 Without the appropriate current ASIC card; and
 - 10.3.2.2 Without reflective safety clothing; and
 - 10.3.2.3 Without approved hearing protection.
- 10.3.3 You shall ensure that doors controlled by you or accessed by you remain locked after access or egress.
- 10.3.4 You shall ensure that no person without an ASIC or temporary pass and under supervision is allowed through any door you control.
- 10.3.5 Emergency egress doors shall not be used for general access.

10.4 SCREENING AT MILDURA AIRPORT

- 10.4.1 MAPL are the approved screening authority for both Passenger screening and checked baggage screening at the Airport, the facilities for which are installed and operated in accordance with Legislation. The requirements for screening are prescribed by OTS. You and we must comply with these screening requirements.
- 10.4.2 If you are the sole user of screening services, the cost of providing this service shall be paid by you in full.
- 10.4.3 You acknowledge that MAPL may elect to or be required by Legislation to screen all departing Passengers, or all departing Passengers leaving within a certain time period each day.
- 10.4.4 If MAPL elects to, or is required to screen all departing Passengers, or all departing Passengers leaving within a specific time period each day, you shall pay a proportional share of mandated screening Charges.
 - 10.4.4.1 The Charge payable by you shall be determined by the proportion of total departing Passenger seats provided by you compared to the total number of departing Passenger seats available from all RPT Operations within the relevant screening period.
- 10.4.5 You shall not interfere with screening equipment whether operating or not at any time.

- 10.4.6 You shall operate the screening equipment in accordance with the training provided and not adopt local procedures that vary from that process without firstly having requested and received written consent from MAPL.
- 10.4.7 Circumvention of screening processes while operational is an offence and shall be reported to the relevant regulatory authority by MAPL.

10.5 MILDURA AIRPORT OPERATIONS COMMITTEES

- 10.5.1 We have the following committees in relation to Airport security operations:
 - 10.5.1.1 The Airport Security Committee which meets every six (6) months. This is a regulatory requirement of OTS; and
 - 10.5.1.2 The Airport Emergency Committee which meets once per year as prescribed in MAPL's Aerodrome Manual. This is a regulatory requirement of the CASA.
- 10.5.2 We recommend that someone represents your interests on these committees.

10.6 AIRPORT EXERCISES & TRAINING

- 10.6.1 We conduct regular Airport Exercises which include training for you and your employees, agents and contractors on a variety of Airport related activities and procedures including security and emergency procedures. We will give you reasonable notice before these Airport Exercises and training will be conducted. We strongly recommend you send a representative and any new employees to these Airport Exercises. You and your employees are required to participate in these Airport Exercises if we ask you to.

10.7 BUILDING & CONSTRUCTION WORKS IN RESTRICTED OR CONTROLLED AREAS

- 10.7.1 If required, before you undertake any construction or modifications to buildings or other structures on our Airport which are on restricted or controlled areas (if required by law) or which may impact the security of restricted or controlled areas of our Airport, you must first have security clearance from OTS and us. Where reasonably necessary, we may ask that you have security personnel supervising any building or construction work in restricted or controlled areas at all times.
- 10.7.2 In addition, we, OTS or any lawful authority may supervise your building or construction work in restricted or controlled areas of our Airport. We may invoice you for the reasonable costs and expenses if we require security personnel to supervise your building or construction work (on a full recovery basis). In performing any building work on the Airport, you must also comply with the Airports (Building Control) Regulations 1996. If there is a failure in security or a breach of our security requirements we may take any reasonable action necessary to resecure your area at your expense.

10.8 KEYS

- 10.8.1 Access keys are provided for your operations. They may be electronic keys or mechanical keys and shall be treated with care, stored securely and not loaned to any other party.
- 10.8.2 Lost keys shall be reported to MAPL as soon as it is realised that the key cannot be found.
- 10.8.3 If the key lost gives access to a security restricted zone, then a Statutory Declaration detailing the circumstances of the loss must be given to MAPL before a replacement key is provided.
- 10.8.4 Replacement keys shall be purchased from MAPL and the following charges will apply.
 - 10.8.4.1 Mechanical keys \$50 per key.
 - 10.8.4.2 Electronic keys \$200 per key.
- 10.8.5 Charges for replacement keys will be invoiced when incurred.

11. RELEASE & INDEMNITY

11.1 YOU TO RELEASE MAPL

- 11.1.1 Notwithstanding anything else contained in these terms of use, you are liable for and you agree to release and to indemnify and hold harmless MAPL in respect of all Loss arising from, and any costs incurred in connection with:
 - 11.1.1.1 A breach of these terms of use by you, including the Loss that results from us exercising our right to terminate these terms of use, or our termination of your use of our Airport; or
 - 11.1.1.2 Loss (to person or property), injury or death caused or contributed to by your act, omission, or default by you or your employees, officers, contractors or agents; or
 - 11.1.1.3 Loss, injury or death caused or contributed to by you bringing onto, or storing at, our Airport any dangerous or contaminating substances; or
 - 11.1.1.4 Us doing anything which you are required to do under these terms of use but have not done; or
 - 11.1.1.5 The overflow or leakage of water into or from any area at our Airport that you use; or
 - 11.1.1.6 Our exercise of the right to detain, move or remove your Aircraft in accordance with these terms of use; or
 - 11.1.1.7 Any Claim by third parties arising out of the personal injury or death of any person, or damage to property caused by your use of our Airport except to the extent that any Loss is caused by our negligent act or omission; or
 - 11.1.1.8 Anything we are permitted or required to do under these terms of use.

11.2 NOT USED

11.3 SURVIVAL OF INDEMNITIES

- 11.3.1 Each indemnity in these terms of use is a continuing obligation, separate and independent from the other obligations, and shall survive the termination of these terms of use.

11.4 ENFORCEMENT OF INDEMNITIES

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

11.5 EXCLUSION OF WARRANTIES AND CONDITIONS

- 11.5.1 Unless otherwise stated in writing, we do not make any representation or warranty in connection with the use of the Airport or the Facilities and Services and we exclude all implied warranties and conditions that can be excluded.
 - 11.5.2 If a warranty or condition is implied under any Legislation in connection with any part of the Facilities and Services, and it can be excluded, we exclude it and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:
 - 11.5.2.1 The supplying of the Facilities and Services again; or
 - 11.5.2.2 The payment of the cost of having the Facilities and Services supplied again.
-

12. DISPUTE RESOLUTION

12.1 PROCEDURE

- 12.1.1 If a party considers that a dispute has arisen in connection with these terms of use, then the parties must follow the procedure set out in these terms of use to resolve the issue.

12.2 NOTICE OF AN ISSUE

- 12.2.1 If a party considers there is an issue, that party must give the other party notice of that issue. The parties must then attempt to resolve the issue.

12.3 AUTHORISED OFFICERS TO MEET

- 12.3.1 If the issue remains unresolved for fourteen (14) days after a party receives the other party's notice of the issue, then an Authorised Officer from each party must meet at least two (2) times at our office (or at another agreed location) to discuss and attempt to resolve the issue in good faith. The meetings must take place between the Authorised Officers within fourteen (14) days following the issue being referred to the Authorised Officers.

12.4 FAILURE TO AGREE

- 12.4.1 If the issue remains unresolved for sixty (60) days after the issue was referred to the Authorised Officers, or such longer period as the parties may agree, either party may refer the issue to their respective CEO.

12.5 REFERRAL TO CEO's

- 12.5.1 Each party's CEO or their nominee must then meet at our offices (or at another agreed location) within fourteen (14) days of the issue being referred to the CEOs to discuss the issue in good faith with a view to resolving the issue.

12.6 MEDIATION

- 12.6.1 If the issue remains unresolved for ninety (90) days after the parties' CEOs have met (or should have met), then the parties agree that the issue will be referred to mediation, which mediation will be conducted in accordance with the then current rules of The Institute of Arbitrators and Mediators Australia. The mediation will take place in Mildura Victoria Australia and each party will bear their own costs and expenses in respect to the mediation despite the outcome (including legal costs). However, 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 it is agreed to be binding by the parties, and if no agreement is reached between the parties following mediation then they can subsequently institute legal proceedings in regard to the issue, if required.

12.7 NOT USED

12.8 LEGAL PROCEEDINGS

- 12.8.1 Nothing in these terms of use prevents either party from commencing legal proceedings for urgent interlocutory or temporary relief.
-

13. CONFIDENTIALITY

13.1 BREACH OF CONFIDENTIALITY

- 13.1.1 MAPL shall not give Aircraft Operator information if it would breach a confidentiality obligation that MAPL has at law or from security restrictions.
- 13.1.2 Each party acknowledges that all Confidential Information of the other party is and will be the sole and exclusive property of that other party.
- 13.1.3 Each party undertakes to the other to keep confidential each other's Confidential Information. Both parties must use their best efforts to prevent third parties from gaining access to each other's Confidential Information, other than as permitted under these terms of use. To this end, each party must not, without the other party's prior written consent:
 - 13.1.3.1 Disclose or in any way communicate to any other person all or any of the other party's Confidential Information except as permitted by these terms of use; or
 - 13.1.3.2 Permit unauthorised persons to have access to places where the other party's Confidential Information is displayed, reproduced or stored; or
 - 13.1.3.3 Make or assist any person to make any unauthorised use of the other party's Confidential Information, and must take all reasonable steps (including obtaining confidentiality undertakings from officers, employees, agents and contractors who have or may have access to the other party's Confidential Information) to ensure that the other party's Confidential Information is not disclosed to any other person by any of the officers, employees, agents, contractors or sub-contractors of either party.
- 13.1.4 Either party may disclose the other party's Confidential Information to its employees, officers, agents and contractors in the course of their employment on a need to know basis or to its advisers in relation to its rights under these terms of use.
- 13.1.5 Nothing in these terms of use prohibits the use or disclosure of any Confidential Information to the extent that:
 - 13.1.5.1 The Confidential Information is lawfully in the possession of the recipient of the information through sources other than the party who disclosed the Confidential Information; or
 - 13.1.5.2 It is required by law or the rules of a stock exchange; or
 - 13.1.5.3 It is strictly and necessarily required in connection with legal proceedings relating to these terms of use; or
 - 13.1.5.4 The Confidential Information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.
- 13.1.6 Both parties must ensure their respective employees, officers, contractors, agents and all other persons under their control or direction will comply with obligations similar to the obligations imposed on it.
- 13.1.7 If either party's employees, officers, agents or contractors breach the confidentiality obligations contained in these terms of use it must immediately notify the other party of this in writing and, subject to these terms of use, indemnify the other party for any Loss caused by such breach.
- 13.1.8 Each party acknowledges that a breach of these terms of use may cause the other party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, each party may seek and obtain injunctive relief against such a breach or threatened breach.

- 13.2 THE OBLIGATIONS UNDER THE TERMS OF USE SURVIVE EXPIRY OR TERMINATION OF THESE TERMS OF USE.
- 13.3 NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS OF USE, WE ARE ENTITLED TO DISCLOSE THE FOLLOWING INFORMATION:
- 13.3.1 Annual total Passenger numbers; or
 - 13.3.2 Monthly total Passenger numbers; or
 - 13.3.3 The total number of Flights generated by any operator in and out of the Airport; or
 - 13.3.4 The total number of Passenger seats generated in and out of the Airport;
- To any person or government agency for the purpose of a tender, a renegotiation of contracts, or such other purpose deemed appropriate by us.
-

14. GOODS & SERVICES TAX (GST)

- 14.1 Both parties agree and acknowledge that any consideration payable under these terms of use does not include GST.
 - 14.2 Both parties agree that in the case of a supply in connection with these terms of use which is a taxable supply within the meaning of the GST Act, then any and all consideration payable to a party for that supply will be increased by an amount equal to the GST payable on the supply, calculated in accordance with the GST Act.
 - 14.3 The party giving consideration for the supply must pay the supplier an amount equal to any increase in consideration payable in respect of any taxable supply following receipt of a tax invoice in relation to the supply.
 - 14.4 Any expression used that is also used in the GST Act shall have for the purposes of these terms of use the meaning used in or attributed to that expression by the GST Act.
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15. PRIVACY & DATA PROTECTION

- 15.1 These terms of use will only apply to Personal Information we collect, use and disclose about individuals. It does not apply to information collected, used and disclosed about corporations.
- 15.2 We shall collect Personal Information from you and you consent to us using and disclosing your Personal Information in relation to your use of the Airport and our Facilities and Services, and in accordance with the Airports Act 1996, Trade Practices Act 1974, and other applicable Legislation:
 - 15.2.1 For the purposes of the administration and operation of the Airport and for enforcement of these terms of use; and
 - 15.2.2 For the purposes of disclosure to a third party for their use in the case of a sale, transfer or assignment of the whole, or part, of our business or undertaking or the whole or part of Airport assets and facilities; and
 - 15.2.3 For the purpose of research by us or authorised third parties, statistical analysis by us, and for the purpose of marketing the Airport or other services offered by us to tenants, occupiers and users of our Airport.
- 15.3 Not used.

- 15.4 We shall ensure any Personal Information disclosed will be de-identified, and disclosed as part of general information only. Such information will therefore not be identifiable as your Personal Information unless agreed otherwise by you.
- 15.5 In our collection, use and disclosure of your Personal Information we will:
- 15.5.1 Comply with the provisions of the Privacy Act 1988; and
 - 15.5.2 Take all reasonable steps to ensure that your Personal Information is protected from unauthorised use and disclosure.
- 15.6 Subject to the Privacy Act 1988, your Personal Information may be accessed by you upon reasonable notice to us and upon the payment of our reasonable expenses relating to your access (e.g. photocopying charges). No application fee for access will be charged.
- 15.7 You must ensure that all your Personal Information provided to us is accurate, complete and up to date.
- 15.8 If you fail to provide to us with your Personal Information required by us, or you provide incomplete Personal Information, or fail to reasonably update our record of your Personal Information, we will send you a notice requesting the delivery of the Personal Information. Failure to deliver in accordance with the notice shall be an event of default under these terms of use.
-

16. MISCELLANEOUS

- 16.1 These terms of use are governed by and construed in accordance with the relevant laws of both the State of Victoria and the Commonwealth of Australia.
- 16.2 The parties agree that the courts of the State of Victoria and the Commonwealth shall have non-exclusive jurisdiction to entertain any action in respect of, or arising out of, these terms of use.
- 16.3 Nothing in these terms of use shall in any way deem an employee of one party to be treated as an employee or the responsibility of another party, or create any relationship between the parties amounting to a partnership, agency, trust or joint venture.
- 16.4 The rights, duties, obligations and liabilities of the parties shall be several and not joint or joint and several.
- 16.5 If any one or more of the provisions of these terms of use are deemed to be invalid, illegal or unenforceable, then:
- 16.5.1 Such provisions will be severable or will be read down to the extent of any invalidity, illegality or unenforceability and all remaining provisions of these terms of use will remain in full force and effect; and
 - 16.5.2 Such provisions will not invalidate or render unenforceable the remaining provisions of these terms of use.
- 16.6 You must not assign, sub-contact or transfer any of your rights or obligations in these terms of use to any person without the consent of MAPL.
- 16.7 No right or obligation under these terms of use will be waived except by notice in writing signed by each party. Any failure by MAPL to enforce any of these terms of use, or any forbearance, delay or indulgence granted by MAPL, will not be construed as a waiver of MAPL's rights pursuant to these terms of use.
- 16.8 Unless otherwise specified in these terms of use or in writing by MAPL, these terms of use constitute the entire agreement between the parties and prevail over any other oral or written agreement, understanding or negotiations we have had with you.
-

17. USER PERSONNEL

- 17.1 We may require you to replace any staff members working at the Airport in the event we determine their presence is not in the best interest of the Airport.
- 17.2 We must give you written notice of any requirement under Condition 17.1.
- 17.3 Following the receipt of a notice given under these terms of use, you have forty-eight (48) hours in which to investigate the matter, and discuss it with us. This time period may be extended by us at our reasonable discretion.
- 17.4 These terms of use do not entitle us to require you to terminate the employment of or contract with any person, but we may restrict that person's access to the Airport.

18. COMMON USER CONDITIONS

- 18.1 If you use the Common User Facilities at our Airport, you must also comply with the Common User Conditions.
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**KLM Gerner
Consulting
Group**

MILDURA AIRPORT MASTER PLAN REVIEW

PART C: STRATEGIC PLANNING ISSUES

(Incorporating Planning Scheme Review)

**Prepared for Beca Simons Pty Ltd
By KLM Gerner Consulting Group**

9 November 2000
Our Ref.: 2140R01

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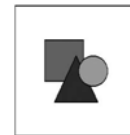
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1. INTRODUCTION

KLM Gerner Consulting Group has been engaged by Beca Simons Pty Ltd to undertake a town planning review of the Mildura Airport and surrounds for inclusion in a new Master Plan for the airport. The new Master Plan is to apply up to the year 2015.

The scope of work has included a review of strategic planning issues and a review of the planning scheme provisions relating the airport and surrounding land.

2. STRATEGIC PLANNING REVIEW

2.1 WITHIN THE AIRPORT

A key recommendation coming out of the Master Plan review is the promotion of the airport precinct as a site for both aviation and non-aviation development (eg. industrial / warehouse development). Given the existing activities and infrastructure at the site, its accessibility and the amount of surplus land available, the airport precinct represents a valuable opportunity for economic development and employment growth. The site also represents an opportunity for Council to generate additional revenue.

There are many industries that would benefit from a close relationship with the Mildura Airport. From a planning point of view it is wise to co-locate compatible activities to make optimum use of infrastructure. The airport precinct is an existing activity centre with infrastructure which could be utilised by a wide range of additional activities. The utilisation of the precinct's existing assets, especially its transport infrastructure, by additional activities would be sensible planning.

A range of land uses could be allowed / encouraged on surplus land within the boundaries of the airport, whether they be public or private, aviation or non-aviation related. Possible uses could include aviation industries; transport, distribution and freight centres; agribusinesses; food processors and food exporters to name just a few. The Master Plan indicates suitable areas for both aviation and non-aviation related development. In general, the only land uses that would not be appropriate would be those that could interfere with the operations of the airport.

The promotion of airport sites for non-aviation (including industrial / warehouse) development is a trend which is occurring around the world. It is also occurring in Victoria at airports such as Ballarat and Moorabbin. Adoption of this course of action at the Mildura Airport would be consistent with international trends and would assist in achieving strategies outlined in Council's Municipal Strategic Statement (MSS). At Clause 21.04-9 (Economic Development and Tourism), the MSS states:

'Recent studies indicate a need to reserve land for large site industrial activity requiring buffers to residential areas, access to services and to transport routes, and free from potential contamination from chemical sprays'.

'The municipality will need to develop additional sites for industrial activity'.

It is understood that Council is to commission an industrial land study in the near future to review the municipality's industrial land needs and if necessary identify additional areas for industrial development. The recommendations coming out of this Master Plan review should be fed into the industrial land study.

Another important issue is the image and visual amenity of the airport precinct. This is important for two reasons. Firstly, the airport is the first impression that many visitors get of Mildura and as such its appearance and general amenity is an important factor in promoting Mildura as a tourism destination. Secondly, the appearance and general amenity of the area will contribute to its promotion for industrial development. At present the visual amenity of the airport precinct could be improved.

In order to enhance the image and visual amenity of the airport precinct it is recommended that Council prepare a Landscape Master Plan for the area. This would provide a design framework and guidelines for the general improvement of the image and amenity of the airport precinct and for the future development of the land. Without pre-empting the preparation of a Landscape Master Plan, it is considered that a number of specific design elements should be included. The Landscape Master Plan should provide for garden industrial estate style development. It should include improvements to the airport entrance / gateway treatment and it should also include boulevard tree plantings along the internal roads.



2.2 OUTSIDE THE AIRPORT

As a result of the planning scheme review (refer section 3.1), the Airport Environs Overlay (AEO) can be removed from a large amount of land around the airport. This will potentially enable some forms of development, particularly residential development, to occur around the airport in places where it is currently prohibited or discouraged.

One area which may be subject to increased development pressure as a result of the reduction in the coverage of the AEO is the land to the south-west of Mildura's existing urban area. It is understood that this area has already been the subject of pressures for urban residential development.

The potential for land around the airport to be rezoned for urban residential development is beyond the scope of this study. However, the implications of allowing new urban residential development anywhere within the vicinity of the airport need to be carefully considered in terms of the likely effect on the long term future of the airport, particularly beyond the new Master Plan period. Whether land is affected by the AEO or not, it is generally regarded as desirable to prevent or minimise urban residential development from occurring near an airport in order to protect its long term future.

Clearly one of the significant advantages of the Mildura Airport is its separation from urban residential development. It would be poor planning to jeopardise or compromise this significant feature of the Mildura Airport.

However, apart from the Australian Noise Exposure Forecasts (ANEFs) and the associated Building Site Acceptability table (refer Marshall Day Acoustics Report – Figure 2 and Table 2.1) there is no technical or commonly accepted buffer distance that needs to be maintained between the airport and urban residential development. If Council wishes to adopt a greater buffer distance this would be a policy decision rather than one that is technically based. Such a decision would need to be based on a strategic aim to protect the airport and local residents above and beyond the ANEFs. It would also need to consider any implications for the future urban growth of Mildura and the potential to sterilise land use around the airport. This is a complex matter which would need to be the subject of a further separate study.

Pressures for other forms of development, which would not be a concern in terms of the operation of the airport, may also occur near the airport. If the airport becomes a centre for industrial development as outlined in section 2.1 above, some industries may wish to locate nearby, outside the airport boundaries.

Given the need for additional industrial sites in the municipality as stated in the MSS, land near the airport could be an appropriate location for such sites. The Rural Zone, which applies to a large proportion of the land in the immediate vicinity of the airport, would enable industrial development to occur without a rezoning. However, an industrial zone could be created in an appropriate location to build on the airport precinct.

3. PLANNING SCHEME REVIEW

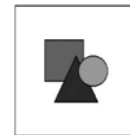
This study has found that the current provisions of the Mildura Planning Scheme are not conducive to the ongoing operation and development of the Mildura Airport and its environs or its optimum contribution to the Mildura community and economy. Recommendations are made below for changes in line with contemporary practice.

3.1 OVERLAY CONTROLS APPLYING TO SURROUNDING LAND

The main issue that has been identified in the planning scheme review relates to the current Airport Environs Overlays (AEO1 and AEO2). A map showing the existing AEOs is attached at **Appendix 1**. These overlays are derived from the Obstacle Limitation Surfaces (OLS) in the current Master Plan. They should instead relate to the Australian Noise Exposure Forecasts (ANEFs).

The problem with the existing overlays is that their provisions do not control development of land, only land use and subdivision (refer **Appendix 2**). The AEOs do not require a permit for any form of development and therefore are not an effective mechanism for controlling the height of structures around the airport.

The AEOs are meant to give effect to the ANEFs because certain types of land uses are affected by aircraft noise. This is clear from the purposes of the overlay.



Because the existing AEOs relate to the OLS, rather than the ANEFs, they currently affect land use in places where land use is not an issue. Because the AEOs do not control development, it is possible that structures around the airport which may affect the airport's operations could currently be allowed without a permit.

Given the above, it is recommended that:

- The application of the Airport Environs Overlay should be related to the new ANEFs only (refer Marshall Day Acoustics Report – Figure 2). It is noted that the ANEFs are based on a conservative approach in order to ensure protection of the airport. To simplify the controls, it is also recommended that only one AEO (AE01) be applied. Several airports in Victoria use only one AEO.
- A Design and Development Overlay (DDO) should be implemented to control the height of structures and vegetation around the airport. A draft DDO has been prepared and is attached at **Appendix 3**. The DDO should cover the area of the OLS plan in the new Master Plan (Figure III.4).

The above approach (ie. a combination of AEO and DDO) is used at a number of airports within Victoria including Bendigo, Moorabbin and Swan Hill.

As the OLS plan extends 15km from the airport, controls in the Wentworth Shire, NSW, will be required to control the height of structures. In order to implement such controls over the border, discussions with the relevant authorities in NSW will be required. This matter is beyond the scope of this study.

3.2 ZONE APPLYING TO THE AIRPORT LAND

The airport is currently zoned Public Use – Local Government (PUZ6). The controls applying to the Public Use Zone are attached at **Appendix 4**.

Whilst there are no prohibited uses in the Public Use Zone, any uses that are not for a Local Government purpose and which are not carried out by or on behalf of the public land manager, require a permit. Whilst the airport is owned and operated by the Council, some uses may not satisfy these conditions, in which case they would require a permit.

It is noted that the Portland and Shepparton airports are zoned Public Use Zone – Transport (PUZ4).

Given the importance of the Mildura Airport, and the nature of the existing uses within the site and those envisaged in the future (both public and private, aviation and non-aviation), a Special Use Zone would be more appropriate than the Public Use Zone – Local Government. A Special Use Zone (Schedule) could be tailored to the site to better reflect the future plans as recommended in the Master Plan. The Public Use Zone could potentially cause problems if the airport, or part of it, is privatised in the future.

It is noted that the Bendigo and Ballarat airports are both within a Special Use Zone.

A draft Special Use Zone (schedule) has been prepared for the Mildura Airport (**Appendix 5**). This is based on the Bendigo and Ballarat zones, the recommendations of the Master Plan, as well as discussions with officers of Council and the Department of Infrastructure. The draft zone (schedule) includes uses which should be prohibited and provides guidelines for the assessment of applications for discretionary uses.

3.3 ZONING OF SURROUNDING LAND

No changes to the zoning of land surrounding the airport are required or recommended.

3.4 RUNWAY EXTENSION

The draft Master Plan recommends an extension to Runway 09-27 (western end). This will ultimately require purchase of a number of properties not currently owned by Council, closure of a section of Whitecliff Avenue and relocation of a section of the Sturt Highway.

In order to plan for these changes the Public Acquisition Overlay (PAO) could be applied to the land required for the runway extension. The purpose of this overlay is:

‘To identify land which is proposed to be acquired by a public authority’.

‘To reserve land for a public purpose and to ensure that changes to the use or development of the land do not prejudice the purpose for which the land is to be acquired’.



However, the PAO should only be applied if there is a commitment to purchase the relevant land. As a result, keeping the land in its current zoning (Rural Zone) will be more appropriate until such time as Council has made a commitment to purchase the land. The controls of the Rural Zone should assist protection of the land in the interim.

3.5 MUNICIPAL STRATEGIC STATEMENT

The current Municipal Strategic Statement (MSS) contains very little mention of the Mildura Airport. It is recommended that the MSS give more support to the airport and its future development. The MSS should also foreshadow the Local Planning Policy, the recommended Special Use Zone and overlay controls.

Modifications to the following clauses of the MSS are recommended:

- Clause 21.03-1 The Vision for Mildura Rural City
- Clause 21.04-7 Infrastructure
- Clause 21.04-9 Economic Development and Tourism

The recommended modifications to the MSS are set out in **Appendix 6**. Recommended changes are highlighted.

3.6 LOCAL PLANNING POLICY

At Clause 22.07-3 of the planning scheme there is an existing Local Planning Policy relating to the airport. A number of modifications to this policy are recommended as a result of this review. The recommended modifications to the policy are set out in **Appendix 7**. Recommended changes are highlighted.

3.7 INCORPORATED DOCUMENT

The existing Master Plan is an incorporated document in the Mildura Planning Scheme. It was envisaged that this would be replaced by the new Master Plan. However, the implications of this need to be considered.

An incorporated document is read as part of the planning scheme and reference to it can only be changed by amendment to the scheme (Refer Manual for the VPPs, Page 13-14). It is recommended that the MSS and Local Planning Policy be used to refer to the Master Plan instead of incorporating the document into the planning scheme. This would allow more flexibility whilst still giving effect to Council policy.

Council officers have suggested that the new ANEFs plan and associated Building Site Acceptability table, and the OLS plan should be incorporated into the planning scheme. This is supported given the importance of these plans to the implementation of the overlay controls.

The existing Master Plan will need to be removed from the Mildura Planning Scheme.\

4. SUMMARY

In summary, this study has found that:

General Issues

- The airport precinct should be promoted as a site for both aviation and non-aviation (including industrial / warehouse) development.
- The recommendations of this study should be fed into Council's forthcoming industrial land study.
- A Landscape Master Plan should be prepared for the future development of the airport precinct to assist in improving the image and visual amenity of the site.
- There is potential for increased development around the airport, however, the effect of any new development in the vicinity needs to be carefully considered in terms of the ongoing operation of the airport.

Zoning Controls

- A Special Use Zone should be applied to the airport precinct to allow a range of appropriate land uses and to guide the future development of the land.
- No changes to the zoning of land surrounding the airport are required or recommended.



Overlay Controls

- Application of the Airport Environs Overlay (AE01) should be related to the new Australian Noise Exposure Forecasts prepared by Marshall Day Acoustics (ie. amend the existing AEO provisions of the planning scheme).
- A Design and Development Overlay should be implemented to control the height of structures and vegetation around the airport with reference to the Obstacle Limitation Surfaces plan.
- Discussions with the relevant planning authorities in New South Wales will be required to control the height of structures over the State border.
- The Public Acquisition Overlay should only be applied to the land required for the future runway extension when Council has made a commitment to purchase the land.

Planning Policy Framework

- Modifications to the Municipal Strategic Statement and Mildura Airport Policy are required to give more support to the airport, its ongoing operation and future development.

Incorporated Documents

- The new Master Plan should be referred to but should not be an incorporated document in the Mildura Planning Scheme.
- The existing Master Plan will need to be removed from the Mildura Planning Scheme upon adoption of the new plan.
- The new Australian Noise Exposure Forecasts plan, and associated Building Site Acceptability table, and the Obstacle Limitation Surfaces plan should be incorporated documents in the Mildura Planning Scheme.

APPENDIX 1

APPENDIX 2

APPENDIX 3

APPENDIX 4

APPENDIX 5

APPENDIX 6

APPENDIX 7

DEFINITIONS

ANEI, ANEC and ANEF plots are plans of the airport and surrounding localities on which contours of equal noise exposure units (usually 20, 25, 30 and 35) have been superimposed, the level of impact increasing as the noise level value increases. Each of the three variations of contour plans are closely related but differ in the type of base data and assumptions used in their preparation. The definitions and relationship of each type are as follows:

Australian Noise Exposure Index (AN EI)

An ANEI is a plot of defined noise exposure based on the actual operations of the airport and uses an analysis of actual aircraft movements over a twelve month period, usually a calendar year. An ANEI is primarily used to establish a “base case” from which ANEC and an ANEF can be developed and compared.

Australian Noise Exposure Concept (ANEC)

An ANEC is an illustration of the aircraft noise exposure based on various operational and airport development scenarios. ANEC used for investigations can be used for assessing and planning land use zoning criteria. An appropriate ANEC scenario is ratified by Airservices Australia for adoption as the ANEF for the airport.

Australian Noise Exposure Forecast (ANEF)

An ANEF is a plot of estimated noise exposure based on a forecast of aircraft movements and a fleet mix for a defined future horizon. The ANEF is assessed and endorsed by Airservices Australia for adoption as the likely noise exposure at a designated time in the future.

7.1.4 Noise Threshold Levels

Land Use Compatibility recommendations are provided by the Standards Association of Australia in AS2021-2000, Acoustics, Aircraft Noise Intrusion – Building Siting and Construction. A summary of these recommendations is reproduced Table 10-1 below. The recommendations are used by State and Local Governments when developing land use planning in areas near airports.

TABLE 8-1 BUILDING SITE ACCEPABILITY BASED ON ANEF ZONES (SOURCE: AS2021:2000)

ANEF Zone of Site

Building Type	Acceptable	Conditionally Acceptable	Unacceptable
House, Home Unit, Flat, Caravan Park	Less than 20 ANEF (Note 1)	20 to 25 ANEF (Note 2)	Greater than 25 ANEF
Hotel, Motel, Hostel	Less than 25 ANEF	25-30 ANEF	Greater than 30 ANEF
School, University	Less than 20 ANEF (Note 1)	20 to 25 ANEF (Note 2)	Greater than 25 ANEF
Hospital, Nursing Home	Less than 20 ANEF (Note 1)	20-35 ANEF	Greater than 25 ANEF
Public Building	Less than 20 ANEF (Note 1)	20-30 ANEF	Greater than 30 ANEF
Commercial Building	Less than 25 ANEF	25-35 ANEF	Greater than 35 ANEF
Light Industrial	Less than 30 ANEF	30-40 ANEF	Greater than 40 ANEF
Other Industrial	Acceptable in all ANEF Zones		

Notes:

1. The actual location of the 20 ANEF contour is difficult to define accurately, mainly because of variation in aircraft flight paths. Because of this, the procedure of Clause 2.3.2 in AS2021 – 2000 may be followed for building sites outside but near to the 20 ANEF contour.
2. Within 20 ANEF to 25 ANEF, some people may find that the land is not compatible with residential or educational uses. Land use authorities may consider that the incorporation of noise control features in the construction of residences or schools is appropriate (see also Figure A1 of Appendix A in AS2021–2000).
3. There will be cases where a building of a particular type will contain spaces used for activities which would generally be found in a different type of building (e.g. an office in an industrial building). In these cases Table 7.1 should be used to determine site acceptability, but internal design noise levels within the specific spaces should be determined by Table 3.3 in AS2021 – 2000.
4. This Standard does not recommend development in unacceptable areas. However, where the relevant planning authority determines that any development may be necessary within existing built-up areas designated as unacceptable, it is recommended that such development should achieve the required ANR determined according to Clause 3.2 in AS2021 – 2000. For residences, schools etc., the effect of aircraft noise on outdoor areas associated with the building should be considered.
5. In no case should new development take place in green field sites deemed unacceptable because such development may impact airport operations.

AIRCRAFT PERFORMANCE

737-700 & 800

The variants have engines with differing thrusts as well as some with and others without winglets.

For this analysis, two typical B737 variants operated by Virgin Blue have been assumed, namely:

- B737-700 with winglets and 22,700 lb thrust engines
- B737-800 with winglets and 24,200 lb thrust engines.

Virgin Blue currently operates an Embraer 170 jet service into Mildura with the option of introducing the Embraer 190 as warranted by demand.

The Qantas regional subsidiary Qantaslink operates B717-200 aircraft on many routes to regional centers and could possibly use these aircraft on routes to and from Mildura, although the current use of Dash 8 300 and 400 series aircraft seem set to be a Qantas link flagship for the foreseeable future.

Aircraft Range Based on Existing Runway Length

The possible operational range of typical B737-700 and B737-800 operated by Virgin Blue and B717-200 operated by Qantaslink was investigated based on takeoff from the existing 1,830m long Runway 09/27.

By way of comparison, the range of operations by these aircraft was also assessed for a runway extended to 2,000m and 2,170m (the maximum length identified as being possible without relocating the Sturt Highway).

Information provided in the Boeing manual *Airplane Characteristics for Airport Planning* for each aircraft was used to determine possible ranges of operation. It is noted that no equivalent information is currently available from the manufactures of Airbus and Embraer aircraft.

All operations were assessed based on the following assumptions and conditions:

- Engines
 - B737-700 CFM56-7B22 engines @22,700 lb thrust
 - B737-800 CFM56-7B27B1 engines @ 27,300 lb thrust
 - B717-200 BR715 engines @ 18,500 and 21,000 lb thrust¹⁶

Ambient temperature:

- Dry 40o Celsius
- Wet 30o Celsius (normally the temperature is lower during summer rain events)

Payload

- B737-700 144 pax plus 1,000 kg freight
- B737-800 180 pax plus 1,000 kg freight
- B717-200 115 pax plus 1,000 kg freight

Horizontal runway

Zero wind at takeoff

Airport altitude 167 ft (51 m)

Factor of 0.9 for headwinds, standard reserves and air traffic control procedures.

The results of this analysis are provided in Table 1.

TABLE 1 – AIRCRAFT PERFORMANCE

Aircraft	Takeoff Runway Length (m)	Ambient Conditions	Range (km)(1)
B737-700 (22,700 lb thrust engines)	1,830	400C Dry	2,420
		300C Wet	3,030
	2,000	400C Dry	3,150
		300C Wet	3,730
	2,170	400C Dry	3,800
		300C Wet	4,150
B737-800 (24,200 lb thrust engines)	1,830	400C Dry	Cannot operate with adopted payload
		300C Wet	500
	2,000	400C Dry	680
		300C Wet	1,310
	2,170	400C Dry	1,510
		300C Wet	2,030
B717-200 (18,500 lb thrust engines)	1,830	400C Dry	Cannot operate with adopted payload
		300C Wet	1,250
	2,000	400C Dry	380
		300C Wet	1,740
	2,170	400C Dry	1,010
		300C Wet	2,080
B717-200 (21,000 lb thrust engines)	1,830	400C Dry	1,960
		300C Wet	2,430
	2,000	400C Dry	2,620
		300C Wet	2,620
	2,170	400C Dry	2,620
		300C Wet	2,620

Ranges Of Operation By Typical Aircraft From Mildura

Note 1: Includes allowance for headwinds, standard reserves and air traffic control procedures.

The A320-200 is a similar aircraft to the B737-800 in terms of passenger capacity and performance. Therefore, it is expected that these aircraft would have similar ranges of operation to that indicated in Table 9-1 for the B737- 800. Specific Airbus operating data would need to be obtained from the manufacturer or operating airline. However, Virgin Blue advised that the EMB 190 will require similar runway lengths to the B737, whereas the EMB 170 will typically require a runway length in the order of 1,500m to 1,700m (as for the B737, actual runway length requirements will be greater on very hot days)

Based on the distances from Mildura to the target destinations of Brisbane, Sydney, Melbourne and Adelaide and the possible ranges of operation of key aircraft types provided in Table 9-1, the following conclusions are reached:

- B737-700 aircraft with 22,700 lb thrust engines would be suitable for operations to all target destinations from the existing 1,830m long runway in the hot summer conditions at Mildura.
- B737-800 aircraft with 24,200 lb thrust engines could not operate on the hottest days with the assumed payload from the existing runway or from a runway extended to 2,000m length. Services would be payload restricted for this aircraft type. This aircraft could operate however to the target destinations on the hottest days if the runway was extended to 2,170m length. Variants of this aircraft with higher thrust engines may be able to operate with a full payload on the hottest days.

- EMB 170 aircraft are expected to be able to operate year round from the existing runway.
- EMB 190 aircraft may suffer payload restrictions on services to the target destinations on the hottest days from the existing runway. No information is currently available in order to determine the required runway length for unrestricted operations. However, the operating airline should provide such information at the time a runway extension is considered.

Landing Runway Requirements

As well as ranges of operations from the existing and possible extended runway lengths, landing runway requirements were also assessed for both a dry and wet runway.

Landing runway lengths, at maximum landing weight assessed from the Boeing Airplane Characteristics for Airport Planning manuals for each aircraft landing at Flaps 40, are provided in Table 2.

TABLE 2 - LANDING RUNWAY LENGTH REQUIREMENTS

Aircraft	Runway Condition	Landing Runway Length (m)(1)
B737-700	Dry	1,435
	Wet	1,650
B 737-800	Dry	1,660
	Wet	1,910
B717-200	Dry	1,440
	Wet	1,670

Note: Landing runway length at maximum landing weight with Flaps 40

Table 2 shows that the B737-800, for wet conditions at maximum landing weight, requires a landing runway length of some 1,910m. This is greater than the current length of Runway 09/27. Hence the runway would require to be extended to accommodate B737-800 aircraft landing at maximum landing weight.

Benchmarking

B737-700 and 800 aircraft and B717-200 aircraft, as well as A320-200 aircraft, are operated to a number of airports throughout Australia with similar runway lengths to the existing Mildura Runway 09/27.