



Royal Newcastle Aero Club

Licence to Base and Operate an Aircraft in to and out of the Airfield.
V3.29



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Parties

THIS AGREEMENT is made on the date shown in Item 1 of Schedule 1 BETWEEN:

ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045), a company incorporated in New South Wales and having its registered office at 604 New England Highway, Rutherford in the said State ("**Club**")

AND

The party named in Item 2 of Schedule 1 ("**Licensee**").



Definitions

Aircraft:	The Aircraft specified in Item 3 of Schedule 1.
Airfield:	Maitland aerodrome, YMND, its runways, taxiways and other areas.
AVDATA rates:	The fee payable to Avdata Australia Pty Ltd, on behalf of the Club, for itinerant operation into and out of the Airfield.
Board:	The Board of directors of ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045).
Chief Pilot:	An individual nominated by the Board. Civil Aviation Safety Authority approved and appointed.
Club:	ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045).
Club Property:	Lot 816, DP 1182211 New England Highway Rutherford NSW.
Commencement Date:	The date specified in Item 5 of Schedule 1.
COU:	Document entitled 'Community Operational Undertaking'.
GCU:	Document entitled 'The YMND – General Conditions of Use'.
Hangar:	The structure on the Airfield where the Aircraft is to be secured.
Licence Fee:	The fee payable as specified in Item 6 of Schedule 1.
Movement:	For the purposes of this agreement, each individual landing is one movement and each individual touch and go is also one separate movement.
MTOW:	Maximum Take Off Weight, as defined by the registration, certification or manufacturer.
Parking Space:	The area on the Airfield where the Aircraft is to be located.
SOF:	Document entitled 'Schedule of Fees'.
Term	12 Months from the date of this Agreement and thereafter month to month at the sole discretion of The Club.

Licence

1. The Licence is made up of the following documents:
 - 1.1. this Agreement;
 - 1.2. the COU;
 - 1.3. the GCU; and
 - 1.4. the SOF.
2. With reference to clause 47, the current version of the COU, GCU, and SOF as amended from time to time will be provided by the Club on the written request of the Licensee.
3. The Club hereby licences the Licensee to park the Aircraft in the position designated in Item 4 of Schedule 1 or if not so designated in such position or positions as may from time to time be designated either specifically or generally by the Club or its servants or agents ("**Tie Down Space**") at the Airfield for the Term commencing on the date specified in Item 5 of Schedule 1 ("**Commencement Date**") and thereafter from week to week until terminated by either party giving to the other one week's written notice.
4. The Licensee is also granted the right of access and egress from the Parking Space and the Club's car-parking area for the Licensee and its servants and agents along those paths designated, or if not designated along those paths and ways normally used unless otherwise specifically authorised in writing by the Club. The Licensee hereby acknowledges that possession of the Parking Space shall in no way exclude the right of the Club to possession thereof nor shall it confer on the Licensee any interest in the Airfield.
5. The Licensee is also granted the right to operate the Aircraft free of itinerant parking fees at the Airfield.
6. The Licensee is also granted the right to operate the Aircraft free of Movement fees for the first 52 Movements at the Airfield. Any Movements in excess of 52 will be charged in accordance with the SOF, provided the Licensee has advised the Club and paid the relevant additional fee prior to exceeding the original estimated number of Movements specified in Item 8 of Schedule 1. If the Licensee exceeds the number of movements specified in Item 8 of Schedule 1, without first advising the club and paying the relevant additional fee than the fee payable in respect of those Movements will be payable at the current AvData rate.
7. The granting of a licence will be at the absolute discretion of the Club.



Licensee's Obligations

8. The Licensee shall at all times observe and conform to the rules and regulations and other requirements from time to time as determined in the sole discretion of the Club or the reasonable directions given by its duly authorised employees or agents in connection with the use of the Airfield and the control and parking of the Aircraft provided that such rules and regulations and other requirements are not inconsistent with the Licensee's rights hereunder. Without limiting the foregoing the Licensee shall conform to any instruction of the Club's Chief Pilot or his designate in regard to the operational control of the Aircraft whilst it is on the Club's Property or in the circuit area of the Airfield.
9. The rules and regulations and other requirements published by the Club and directions given by the Club's authorised employees and agents may, but need not, be given by placing a sign or signs summarising the effect of the rule, regulation, requirement or direction upon the Airfield. Any such sign may deal with matters of specific application to the Licensee or of general application to the Licensee and others or a combination of such matters. It will always be the responsibility of the Licensee to acquaint himself from time to time with the contents of any such sign and the fact that the Licensee has not attended the Airfield shall not excuse the Licensee from this responsibility.
10. In the exercise of this Licence, the Licensee shall at all times comply with the provisions of the *Civil Aviation Act 1988 (Cth)*, the regulations thereunder, any other application law and any direction or other requirement of the Civil Aviation Safety Authority.
11. The Licensee shall not use or permit the Parking Space to be used for any purpose other than the tying down of the Aircraft unless the Licensee is securing the Aircraft in a Hangar.
12. The Licensee's motor vehicle is permitted entry onto the Club Property when direct airside access is required. A flashing safety light must be displayed when access to air side movement areas is required. The movement areas are defined by the Club and are as published in the GCU and as sign posted.
13. The Licensee shall not do, omit to do or permit to be done or committed any act, matter or thing which may reasonably cause nuisance or annoyance or obstruction to the Club, its neighbours, other users or occupants of the Airfield.
14. The Licensee will not cause or permit any rubbish to be placed, thrown or dropped in or about the Airfield and shall at all times endeavour to ensure that the Parking Space is kept clean and tidy and free from deposits of grease, oil, petrol and other harmful flammable or unsightly matter. The Licensee shall be liable for any adverse environmental impact and consequent remedial actions.
15. The Licensee shall not do or omit or permit to be done or commit any act, matter or thing which might in any way endanger or damage the Airfield, or any building, equipment, fixtures, chattels or things thereon whether the property of the Club or not and shall keep the Club indemnified against all liability for death or injury to persons or loss of or damage to property caused by any Aircraft brought upon the Airfield pursuant to the Agreement or otherwise or by any activities of the Licensee his servants or agents.
16. The Licensee will securely tie down the Aircraft at all times while the Aircraft is parked on the Airfield and the Licensee will provide all equipment necessary for the tying down of the Aircraft. The overall security of the Aircraft will at all times remain the responsibility of the Licensee.
17. When the Aircraft is unattended the Licensee will secure the Aircraft as required by Australian Aviation Transport Security Regulations. At a minimum utilising wheel locks or clamps; or lockable control locks, the Aircraft being chained or padlocked to a permanent tie down point or the Aircraft being secured inside a locked Hangar.



Fees

18. The Licensee shall, in consideration of the Licence hereby granted, pay to the Club the Licence Fee in accordance with the SOF and in accordance with any invoice terms notwithstanding that the Club has not made any demands for payment. The Licence Fee may be discounted for operation of multiple Aircraft on individual agreements; such discounts may change or be cancelled for subsequent years and are at the sole discretion of the Club.
19. The Club may charge interest on any overdue amount. The interest rate charged by the Club shall be at the standard Westpac Cash Advance rate compounded monthly. Interest charges shall not have effect until fourteen (14) days after the Licensee has been advised they are being accrued.
20. Without limiting the provisions of clause 15, the Licensee hereby authorises the Club and its duly authorised servants and agents to barricade any Aircraft parked on the Airfield where the Licensee has:
 - 20.1. failed to pay the Licence Fee; or
 - 20.2. the Aircraft is considered, in the sole discretion of the Club, to be abandoned,

without being liable for any injury or property damage occasioned thereby to the Aircraft or any other Aircraft or other property owned by the Licensee or in which the Licensee has an interest.

Insurance

21. The Licensee will obtain and maintain third party personal injury and third party property damage insurance in respect of the Aircraft, which identifies the Club as an insured party, for an amount not less than that stipulated in Item 13 of the GCU, or as otherwise stipulated by the Club, for any one event and containing provisions that it not lapse until the expiry of fourteen (14) clear days after notice of proposed lapsing has been given by the insurer to the Club in writing. Proof of insurance, including a copy of the policy and/or the Certificate of Currency is to be provided to the Club upon request.

Limitation of Liability

22. The Licensee agrees to use and occupy the Parking Space and operate the Aircraft at the Airfield at the Licensee's own risk and hereby releases to the full extent permitted by law the Club and its contractors from all claims and demands of every kind resulting from any accident, damage, death or injury occurring therein at any time.
23. The Club will not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of any electricity or water supply or any other service or facility enjoyed by the Licensee in conjunction with the Parking Space.
24. Any Aircraft parked on the Airfield shall be at the risk of the Licensee at all times and the Club shall not be liable in respect of any loss or damage thereto or to anything attached thereto or contained therein whether belonging to the Aircraft or not and in particular but without limiting the generality hereof the Club shall be under no duty to check the identity authority or bona fides of any person or persons seeking to remove any Aircraft parked on the Airfield by the Licensee.
25. Without limiting the generality of clause 24, it is agreed that the Club shall not be responsible for tying down nor parking the Aircraft and shall not be under any obligation to supply equipment including, without limitation, emergency equipment for the Aircraft.
26. Without limiting the provisions of clause 15, the Licensee hereby authorises the Club and its duly authorised servants and agents to move the Aircraft in the event of an emergency and without being liable for any injury or damage occasioned thereby to the Aircraft or any other Aircraft or other property owned by the Licensee or in which the Licensee has an interest.
27. The Club and its duly authorised servants, employees and its agents and officers shall not be liable in any way whatsoever for any damage occasioned to the Aircraft arising out of the barricade of the Aircraft or its release from such immobilisation.



Indemnity

28. Without limiting the generality of the clause 15, the Licensee hereby indemnifies and agrees to keep indemnified the Club from and against all actions, claims, demands, losses, damages, costs and expenses for which the Club shall or may be or become liable in relation to or arising from all or any of the following (notwithstanding any inadequacy in the Club's land or improvements, including but not limited to drainage facilities):
- 28.1. An overflow or leakage of water and other fluids in, into or from the Parking Space.
 - 28.2. Any damage to the property, loss of life or injury to persons that may be suffered or sustained by the Licensee or any employee or invitee of the Licensee in or upon the Parking Space and Airfield.

Termination

29. Should the Licensee notify the Club of an earlier termination date than the term that has been pre-paid a refund on any remaining Term will be at the discretion of the Board, however a termination fee not exceeding three (3) months' licence payments may apply.
30. Subject to clause 33, this Agreement may be terminated by the Club forthwith:
- 30.1. should the Licensee be deemed, by a resolution of the Board to have breach their obligations under the YMND – General Conditions of Use, (GCU); or
 - 30.2. upon the Licensee failing to pay the Licensee Fee or failing to observe or perform any covenant or agreement on the part of the Licensee herein contained, provided that seven (7) days' written notice of such failure is given to the Licensee and such failure remains unrectified.
31. In the event that this Agreement is terminated by the Club, the Licensee shall remove the Aircraft from the Airfield immediately upon termination of this Agreement.
32. Where this Agreement is terminated it will not release the Licensee of any obligation for outstanding fees and charges and any interest accrued.
33. Should there be default of any kind by the Licensee under this Agreement, the Club will give the Licensee notice of such default and in the event that such default continues for fourteen (14) days after written notice is given to the Licensee, then in addition to any other right exercisable by the Club, the Club may, while ever any default continues, barricade the Aircraft so as to prevent its use by the Licensee.

Dispute Resolution

34. If any dispute or difference arises between the parties out of or in connection with the performance of this Agreement the parties will endeavour to resolve the dispute in accordance with the procedures in this clause, before having recourse to arbitration or litigation, unless urgent interlocutory relief is required.
35. A party claiming that a dispute or difference has arisen, must give written notice to the other party specifying the nature of the dispute.
36. Following delivery of a notice under clause 35 the parties will make every reasonable effort to resolve the dispute or difference in a commercially reasonable and amicable way, and within 14 calendar days after delivery and receipt of the notice, the parties will meet at a mutually convenient location (or, if necessary, by telephone) to attempt to resolve the dispute.
37. Where a dispute cannot be resolved in accordance with clause 36, the parties will endeavour to settle the matter with the assistance of a mediator appointed by the Institute of Arbitrators and Mediators Australia before having recourse to litigation.
38. Either party may request that the president of the Institute of Arbitrators and Mediators Australia appoint a mediator to the dispute and must, at the time of making that request, provide a copy of that request to the other party.



39. The costs of the mediator will be born equally by the parties.

Assignment

40. The Licensee must not assign, transfer, charge or deal in any other way with the benefit of any right (or agree to do so), or create or declare (or agree to do so), or allow to arise, any trust in respect of the benefit of any right conferred by or arising under this Licence without the prior consent of the Club.

Severability

41. If part or all of any clause of this Licence is illegal or unenforceable:

- 41.1. it will be severed from this Licence and will not affect the continued operation of the remaining provisions of this Licence; and
- 41.2. the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objectives.

Governing Law

42. This Licence and the transactions contemplated by this Licence are governed by the law in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and all courts competent to hear appeals from the courts of New South Wales in respect of all proceedings arising in connection with this Licence.

Entire Agreement

43. This Licence (together with any document or agreement referred to in it) constitutes the entire agreement of the parties about its subject matter and any previous agreement, understanding and negotiation on that subject matter cease to have any effect.

Reliance on Information

44. No party executes this Licence relying on information provided by or for the Club and not expressed in this Licence.

Relationship

45. Nothing in this Licence is intended to or will confer on the Licensee any estate or interest as tenant of the Airfield or create the relationship of landlord and tenant between the parties and any such implication or inference is hereby expressly negated.



Variation and Waiver

46. The terms of this Agreement may be varied only by written agreement between the parties.

47. The Club may amend the:

- 47.1. COU
- 47.2. GCU; and/or
- 47.3. Schedule of Fees,

at any time by notice in writing to the Licensee or by publication on the noticeboard of the Club. The revised terms shall be effective seven (7) days after notification. By continuing to exercise the Licence after the effective date of any revisions, the Licensee agrees to be bound by the revised terms. If the Licensee disagrees with such revision, the Licensee's sole and exclusive remedy shall be to terminate this Agreement in accordance with clause 29 herein.

48. No right or remedy under or arising from this Licence may be waived other than in writing executed by all the parties. Accordingly, any non-exercise or partial exercise of, or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.

Guarantee

49. Where this Agreement is signed on behalf of a Corporation, then, if a director/s of the Licensee signs this Licence he/she/they guarantee/s the due and punctual performance of the Licensee of its obligations under this Agreement (including payment of rent and indemnities). The director(s) agrees that:

- 49.1. if a director or the Licensee has not duly signed, then those who have duly signed are nonetheless liable;
- 49.2. this guarantee is a principal obligation i.e., the guarantor(s) are liable to pay as if the Licensee;
- 49.3. no forbearance or release by the Club of the Licensee or a co-guarantor releases a guarantor;
- 49.4. no action, omission, default or conduct by the Licensee or a co-guarantor releases a guarantor; and
- 49.5. the Club is not obliged to keep a guarantor informed of the amount of the liability incurred by the Licensee.

Notices

50. Any notice, consent or approval given under this Licence by the Licensee or the Club must be in writing and must be:

- 50.1. Delivered personally; or
- 50.2. Delivered or posted by pre-paid post to the address in Item (2), as varied by notice; or
- 50.3. Sent to the facsimile number or email in Item (2), as varied by notice; or
- 50.4. Delivered by any other method authorised by law.



Signing Section

Executed as an agreement

Signed for and on behalf of **ROYAL NEWCASTLE AERO CLUB** pursuant to a resolution of the Board

In the presence of:

Signature authorised representative

Signature of witness

Name of authorised representative in full

Name of witness in full

Date

Signed for and on behalf of

In the presence of:

_____ [*Insert Licensee name*]

ACN _____ [*Insert if applicable*]

Signature of authorised representative

Signature of witness

Name of authorised representative in full

Name of witness in full

Date



SCHEDULE 1: Details

Item 1: Date of Agreement: [_____]

Item 2: The Licensee: [_____]

Address: [_____]

[_____]

Email Address: [_____]

Phone Number 1: [_____]

Phone Number 2: [_____]

Item 2(a): The Licensee's Director, (*Full name if signed on behalf of a corporation*): [_____]

Item 3: Aircraft Description: [_____]

Aircraft Registration: [_____]

Aircraft MTOW: [_____] (*kilos*)

Note: Fees for are charged at the MTOW of the Aircraft, it is the Licensee's responsibility to advise, with supporting information or maximum fee will be charged.

Item 4: The Aircraft will be hangared: (Tick the applicable box).

The Aircraft will be externally parked:

Item 5: Commencement Date: [_____]

Item 6: Licence Fee: [_____]

Item 7: Enclose copy of your Certificate of Currency for the Insurance held over the above mentioned Aircraft. A copy of the Certificate of renewal must be provided to the Club no later than the Certificate expiry date.

Item 8: Expected Movements per annum, (*tick the most appropriate box*).

0 50 100 200 300 450

Note: Fees are charged for movements over the agreed number at the current AVDATA rates, where additional movements are required, the agreement can be amended to provide for these at the agreed rate.