



ROYAL NEWCASTLE AERO CLUB

OCCUPATION OF AN RNAC HANGAR – LICENSE

v1.17

The Parties:

The Parties to this Agreement are the **Royal Newcastle Aero Club**.

Licensee: _____ from now on will be known as the Licensee.

Aircraft Covered by this Agreement:

Aircraft Registration	Aircraft Description / Model / Wing Span	MTOW (Kgs)

Nominated Hangar Covered by this Agreement:

- Non-exclusive Occupancy
 - Exclusive Occupancy
- } *Select one only.*

Initial Annual License Fee: _____ *including GST.*

Administrative Loading Fee: +10% +5% 0%

Payment Type:

In advance **Monthly** **Quarterly** **Annually**

} *Select one only.*

Signatures to this Agreement:

LICENSEE *Print Full Name:* _____ LICENSEE: _____

Billing Address: _____

Phone Number: _____ Email Address: _____

Witness *Print Full Name:* _____ Witness: _____

Date: ____/____/____

Endorsed on Behalf of Royal Newcastle Aero Club

RNAC Director *Print Full Name:* _____ Director: _____

RNAC Director *Print Full Name:* _____ Director: _____

Endorsement Date: ____/____/____



Table of Contents

The Parties:.....	1
Definitions.....	3
License.....	4
Relationship between the Parties	4
Term of the Occupation License	4
The Land, the Hangar and the RNAC Facilities	4
Occupancy License Fee	5
Insurance	5
Indemnity.....	5
Notices	6
Default, Essential Terms and Termination	6
GST.....	7
Utilities and Outgoings.....	7
Dispute Resolution	7
Assignment.....	8
Severability.....	8
Governing Law	8
Sub Letting of Hangar Occupancy License	8
Conducting a Business.....	8
Variation and Waiver	8
SCHEDULE 1	9
SCHEDULE 2.....	10



Definitions

Aircraft:	Means any aircraft that is or can potentially be registered with: <ul style="list-style-type: none">• CASA (general aviation fixed wing or rotary wing aircraft),• Recreation Aviation Australia (RA-Aus-ultralight aircraft),• The Hang Gliding Federation of Australia (HGFA - microlight aircraft),• The Gliding Federation of Australia (GFA),• Any other approved flying device (e.g. gyrocopter, hot air balloon, etc).
Board:	The Board of directors of ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045).
COU:	Document entitled 'Community Operational Undertaking'.
Exclusive Occupancy:	This hangar will be assigned to one entity only as detailed on the front page of this Agreement.
Non- Exclusive Occupancy:	This hangar may be assigned to multiple licensees.
Event of Default:	Means in the event set out in Clause 30.
GCU:	Document entitled 'The YMND – General Conditions of Use'.
GST:	Goods and Services Tax. A New Tax System (Goods and Services) Act 1999 (as amended).
Club:	ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045).
Equipment:	Means any item that may be related to an aviation use or purpose, e.g. tools, machinery aircraft parts etc.
Hangar:	The structure owned by RNAC on the Airfield where the Aircraft is to be stored, specified as the 'Nominated Hangar Covered by this Agreement' on page 1 of this Agreement.
Land:	The land owned and operated by RNAC.
Outgoings:	shall mean all amounts paid or payable by the Club in connection with the Hangar (plus GST on those amounts to the extent that the Club does not receive an input tax credit for that GST).
RNAC:	ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045), a public company incorporated in New South Wales and having its registered office at 604 New England Highway, Rutherford in the said State.
RNAC Facilities:	Means buildings, equipment and assets, other than hangar buildings, owned by RNAC.
SOF:	Document entitled 'Schedule of Fees'.
Sub Lets:	Where the Licensee allows a third party aircraft or other item the use or benefit of the RNAC hangar.
Sub Letting:	Where the Licensee allows a third party aircraft or other item the use or benefit of the RNAC hangar.



License

1. The Licence is made up of the following documents:
 - (a) this Agreement;
 - (b) the COU;
 - (c) the GCU; and
 - (d) the SOF.
2. With reference to clause 49, the current version of the COU, GCU, and SOF comprise this Licence, as amended from time to time at the sole discretion of the Club. A copy of the current version of the COU, GCU, and SOF will be provided by the Club on the written request of the Licensee.

Relationship between the Parties

3. It is the essence of this Agreement that RNAC gives the Licensee hangar space occupancy in the Hangar, determinable in accordance with this Agreement. RNAC does not grant a lease in respect of any airport land.
4. The payment of the Initial Annual License Fee, as revised from time to time in accordance with this Agreement, is exclusive of any other fee payable to RNAC by the Licensee.
5. The Licensee is solely responsible to pay directly to RNAC the applicable fees for each and every aircraft in accordance with the SOF which the Licensee stores within the Hangar under this Agreement.
6. The Licensee will provide updated information to the RNAC Board in writing, within 14 days regarding change of address, changes to the aircraft, equipment and other uses of the Hangar covered by the Agreement or any other changes that are relevant to the Agreement.

Term of the Occupation License

7. The license shall be for the specified Term in Item 1 (a) of Schedule 1 and thereafter from month to month determinable by either party giving to the other one month's prior written notice of termination.
8. If there is an Option to Renew in Item 1 (b) of Schedule 1, the Licensee may request to exercise the Option to Renew in accordance with clause 9. RNAC may grant the Option to Renew at its sole discretion.
9. With reference to clause 8, the Licensee must provide RNAC written notice to exercise the Option to Renew not more than 60 days and not less than 30 days prior to the End Date stated in Item 1a Schedule 1 of this Agreement.

The Land, the Hangar and the RNAC Facilities

10. The Licensee shall only use the Hangar for the purpose set out in Schedule 1 to this Agreement.
11. The Licensee, if **non-exclusive occupancy**, as detailed on the front page of this Agreement, shall only use the RNAC Facilities for the purpose set out in Schedule 1 and Schedule 2 to this Agreement.
12. The Licensee shall at all times ensure that their guests and visitors comply with the requirements of CASA, RNAC "YMND - General Conditions of Use" document, and any other relevant body (e.g. RA-Aus, HGFA, etc) and the policy in relation to any activities on the Land or in the RNAC Facilities, including any regulation relating to safety of aircraft and control of traffic, etc.
13. No materials (e.g. empty containers of fuel for aircraft, etc) or waste is to be placed upon or stored by the Licensee within or outside the Land, the RNAC Facilities or the Hangar without consent in writing from the RNAC Board.
14. The Licensee shall not alter or improve, by way of the construction of any new building or otherwise, the Land, the RNAC Facilities or the Hangar without consent in writing from the RNAC Board.



15. Upon the expiration of the term or sooner determination of this License, the Licensee will leave the Hangar and ensure that the Hangar is clean and free from rubbish.
16. The Licensee has inspected the Hangar and acknowledges that it is suitable for the intended purpose and general use intended.

Occupancy License Fee

17. The Initial Annual License Fee will be determined by the current RNAC Board, considering factors including but not limited to the value of aircraft / other equipment / space availability / gross weight / impact on the RNAC Hangar Keepers Insurance Policy, Maitland Council rates, CPI increases, etc.
18. RNAC Board will review the Initial Annual License Fee and determine a new occupancy license fee by 30 June each year. The new occupancy license fee will be notified in writing to the Licensee and payable from 1 July for the following 12 month period.
19. The occupancy license fee shall be entirely distinct and independent of any other fees and charges.
20. The Initial Annual License Fee, as revised in accordance with this Agreement, will be paid in accordance with the 'Payment Type' specified on page 1 of this Agreement in advance. Monthly or Quarterly payments shall attract the Administrative Loading Fee specified on page 1.
21. The RNAC Board may terminate this Agreement if the Licensee fails to pay the license fee by the due date.

Insurance

22. 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 the document, YMND – General Conditions of Use 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.
23. Proof of insurance, including a copy of the policy and / or the Certificate of Currency is to be provided to the Club upon request.
24. The Licensee shall be responsible for any damage the Licensee causes to their licensed item(s), i.e. aircraft and equipment, and any damage the Licensee causes to any other item(s) stored within the Hangar arising from the activities of the Licensee, or any servant or agent of the Licensee, whilst on the Land or in the RNAC Facilities.
25. Should the Licensee cause damage to the Land, the Hangar, the RNAC Facilities or any other property owned or operated by RNAC, the RNAC Board will rule as to the full restoration procedures that will be made good within fourteen days of the incident, to RNAC's satisfaction.

Indemnity

26. 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):
 - (a) An overflow or leakage of water and other fluids in, into or from the Hangar.
 - (b) 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 Hangar.
 - (c) Any damage to property by flood or storm water. The Licensee acknowledges that there has been overland flow of waters due to storm events that have flooded the hangar from time to time.



Notices

27. All demands or notices to be served on the Licensee shall be in writing and shall be deemed sufficiently served or given when delivered or 48 hours after being sent via email or post to the nominated email address or billing address specified on page 1 of this Agreement or such other address as that party may from time to time by notice to RNAC stipulate as its address for service.

Default, Essential Terms and Termination

28. This License may be terminated by either party on one months' notice in writing.

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' license payments may apply.

30. Event of Default.

Each of the following is an Event of Default:

- (a) 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, The Community Operational Undertaking COU; or
- (b) 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; or
- (c) any Licensee who Sub Lets their licensed occupation space, without prior written Board approval shall have their occupation license terminated and be required to immediately vacate the hangar space occupied forfeiting any outstanding paid occupancy period; or
- (d) the Licensee uses the Hangar otherwise than in accordance with to the terms and conditions of this Agreement; or
- (e) the Licensee fails to perform or breaches any covenant which the Licensee is required to perform and such default is continued for fourteen (14) days; or
- (f) the Licensee fails to pay any amount which pursuant to this License the Licensee is obliged to pay a competent Authority by the due date as required by the Authority; or
- (g) the Licensee does not comply with an essential term of this License; or
- (h) the Licensee repudiates its obligations under this License.
- (i) the Licensee being an individual, becomes bankrupt or commits an act of bankruptcy or brings his estate within the operation of law relating to bankruptcy or assigns his estate or enters into arrangements in accordance with Part IX or Part X of the Bankruptcy Act for the benefit of creditors; or
- (j) the Licensee or if the Licensee is a corporate entity any Director of the Licensee has committed a criminal act, which criminal act is punishable by a term of imprisonment.

31. Where this Agreement is terminated it will not release the Licensee of any obligation for outstanding fees and charges and any interest accrued.

32. Notwithstanding any other clause contained in this Agreement and without a requirement to first terminate this Agreement, 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.



33. The Club may terminate this License after an Event of Default or breach of an essential term by:
- (a) Re-entering and taking possession of the Hangar Site, using reasonable force to secure possession:
 - (b) Serving written notice of termination on the Licensee: or
 - (c) Instituting proceedings for possession of the Hangar against the Licensee.
34. It is agreed that each of the following obligations of the Licensee under this License are essential terms of this License:
- (a) To pay the License Fee under Clause 17 - 21 inclusive.
 - (b) To pay applicable Outgoings under Clause 38.
 - (c) To pay GST under Clause 35 and 36.
 - (d) Comply with use of the Hangar, as described in Schedule 1.
 - (e) Comply with assignment of the License under Clause 42, 45 and 46.

GST

35. The Licensee acknowledges that the License Fee is subject to GST.
36. The Licensee must pay the GST or reimburse the Club for any GST paid or payable by the Club in respect of the License Fee and any other amounts payable by the Licensee under this License at the same time the License Fee or other amounts are paid by the Licensee.
37. The Club must provide the Licensee a complying tax invoice in respect of License Fee payable by the Licensee to the Club under this License.

Utilities and Outgoings

38. The Licensee will promptly pay any charges for any outgoings including electricity, internet, telephone, water usage, gas, rubbish collection or other charges related to or arising out of the Licensees use of the Hangar.

Dispute Resolution

39. If any dispute or difference arises between the parties out of or in connection with the performance of this Agreement the parties will endeavor 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.
40. A party claiming that a dispute or difference has arisen, must give written notice to the other party specifying the nature of the dispute.
41. Following delivery of a notice under clause 27 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.



Assignment

42. 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 license without the prior written consent of the Board.

Severability

43. If part or all of any clause of this license is illegal or unenforceable:
- (a) it will be severed from this license and will not affect the continued operation of the remaining provisions of this license; and
 - (b) the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objectives.

Governing Law

44. This license and the transactions contemplated by this license 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 license.

Sub Letting of Hangar Occupancy License

45. Sub Letting the RNAC Hangar is only available to the Licensee if Exclusive Occupancy has been specified on page 1 of this Agreement.
46. Sub Letting the RNAC hangar will need to be approved in writing by the RNAC Board. Such consent will not be unreasonable withheld. The separate written consent from the RNAC Board will form part of this Agreement.

Conducting a Business

47. Nothing in this Agreement gives any right or entitlement to the Licensee to conduct a business in the Hangar or from the RNAC Facilities without the prior written consent of the RNAC Board, which may be granted at the sole discretion of RNAC. If written consent is provided by the RNAC Board, the written consent forms part of this Agreement.

Variation and Waiver

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

49. The Club may amend the:

- (a) COU
- (b) GCU; and / or
- (c) 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.

50. 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.



SCHEDULE 1

Item 1 (a): The Term: _____
Start Date: _____
End Date: _____

Item 1 (b): Option to Renew: _____

Item 2: The Hangar may be used generally for the storage and repair of aircraft owned by the Licensee.

Item 3: The Hangar may be used for the final assembly of experimental, ultralight or other aircraft constructed and owned by the Licensee.

Item 4: The Licensee will not conduct any business in the Hangar they are licensed to occupy without written approval from the RNAC Board.

Item 5: The Licensee may undertake any maintenance in the Hangar provided that the performance of maintenance is in compliance with any applicable laws and regulations, and at all times during and after said works, the Hangar is kept in a clean and tidy state. This includes removal and disposal of used oils, parts, etc at no cost to the RNAC.

Item 6: The Licensee and their guests / visitors will not use the RNAC Facilities for any social functions, sleeping or overnight camping without written approval from the RNAC Board.

Item 7: Storage of containers of fuel for use in aircraft within the Hangar is not permitted unless the fuel is stored in a manner that is consistent with relevant Australian Standards and WH&S standards, CASA and any other relevant authority.

Item 8: Storage of something other than aircraft (such as cars, boat, caravan etc) in the Hangar is not permitted unless approved in writing by the RNAC Board.

Item 9: The Licensee shall be responsible for maintaining the immediate 1.5 meters of grounds in all directions around the external side and rear walls of the Hangar.



SCHEDULE 2

Item 1: Non-exclusive occupancy, in the event any relocation of aircraft or other is required for the removal of the Licensee's aircraft or motor vehicle, the Licensee will immediately restore the displaced aircraft or other to their original position and close hangar doors, (i.e. Hangar doors are to be kept closed at all times other than when required to be opened for aircraft movement or maintenance).

Item 2: Non-exclusive occupancy, private arrangements made between owners of aircraft or other stored within RNAC owned hangars for use by others of the said aircraft or other does not absolve the responsibility of the Licensee to ensure the security of RNAC hangar is maintained at all time during such use.

Item 3: Non-exclusive occupancy, aircraft must be left in a state capable of being moved so as not to block any access/egress path to another hangar space licensee's aircraft/motor vehicle/equipment when they wish to use their stored aircraft/motor vehicle/equipment.

Item 4: Non-exclusive occupancy, where it is not possible to move the Licensee's aircraft/motor vehicle/ equipment by oneself without risking damage to another aircraft/motor vehicle/equipment assistance must be called for prior to moving any aircraft/motor vehicle/equipment.

Item 5: Non-exclusive occupancy, must understand that storage of something other than aircraft (such as car, boat, caravan etc) is not permitted unless approved in writing by the RNAC Board. Storage of aircraft will have priority over other items and in the event of an aircraft requiring hangar space the other items will be required to be removed.

