

WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

Wentworth Shire Council

Aerodromes

Conditions of Use and Access

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1. INTRODUCTION

- 1.1 Wentworth Shire Council (WSC) owns and operates the Wentworth and Pooncarie Aerodromes.
- 1.2 The user is granted limited access and use of WSC's Aerodromes on the terms and conditions contained herein.
- 1.3 These agreed terms of use shall have operation and effect from 1 January 2021. As from that date, WSC's supply of aeronautical services to Aircraft Operators will be on these agreed terms of use in return for which Aircraft Operators will pay to WSC the charges and comply with all other obligations imposed upon the Aircraft Operator by these agreed terms of use.
- 1.4 This document provides a summary of the terms and conditions under which users use the infrastructure, facilities and services provided by WSC.
- 1.5 By using the infrastructure, facilities or services at WSC's Aerodromes, users are deemed to have accepted these terms and conditions.
- 1.6 If you continue to use our Aerodromes, or our facilities and services after being notified of the existence of this document, then such continued use shall constitute acceptance of these terms of use of our Aerodromes as amended from time to time.
- 1.7 The users accept that notification of the existence of this document shall be by means of, newspaper advertisement, Electronic means, posting of document on Council's Website and any form of Aeronautical Information Publication (AIP) available to the user that suggests its existence or any other reasonable means.
- 1.8 The user acknowledges that the charges are exclusive of air traffic service charges, rescue and firefighting charges, meteorological charges and all or any other charges that may be levied by other parties for services not provided by WSC.

2. DEFINITIONS

In this document, unless the contrary intention appears:

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

"AD" means Aerodrome

"ADA" means Authority to Drive Airside

"ADM" means Aerodromes Accountable Manager.(see AD manual for position description)

'ADO" means Aerodromes Operations, Maintenance and Safety Manager.(see AD manual)

"Aerodrome/s" means Wentworth and / or Pooncarie

"AMSL" means above mean sea level

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

"ARO" means Aerodrome Reporting Officer

'AVBL" means Available

"BCST" means Broadcast via radio on aerodrome CTAF.

"BLW" means Below

"Charges" are the charges set out in the schedule of charges as published on the WSC website

"CASA" means Civil Aviation Safety Authority

“CCTS” means Circuits
“CTAF” means Common Traffic Advisory Frequency
“DAMP” means Drug and Alcohol Management Plan
“DEP” means departing
“ERSA” means En-Route Supplementary Australia
“AEST” means Australian Eastern Standard Time
“AEDT” means Australian Eastern Daylight Time
“FOD” means Foreign Object Debris.

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

“GM” means General Manager of Wentworth Shire Council.

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

“Legislation” means all Commonwealth and State Acts of parliament, regulations, rules, orders, local laws, ordinances, by-laws and other orders or directions from any government (Commonwealth, State or Local) or statutory bodies relevant to Wentworth and Pooncarie Aerodromes and/or any access or use of the Wentworth and Pooncarie Aerodromes.

“Local Time” means Actual Local time

“MOS139” means CASA Part 139 (Aerodromes) Manual of Standards - 2019.

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

“Movement Area” is the part of the aerodrome provided for the surface movement of aircraft, including the apron area, the manoeuvring area and any part of the aerodrome set aside for the maintenance of aircraft.

“Manoeuvring Area” is the part of the aerodrome designed for the take-off and landing of aircraft as well as the surface movement of aircraft but excludes the apron area and any part of the aerodrome designed for maintenance of aircraft. Typically, the manoeuvring area consists of the runways and taxiways.

“NOTAM” means Notice to Airmen.

“OPS” mean operations.

“RPT” Means Regular Public Transport

“Schedule of Charges” is the schedule of charges, as described in this document and determined by WSC from time to time, that is published on the WSC website.

“Tenant” is a person or company that occupies land or property owned and/or controlled by, and rented from WSC (landlord).

“UTC” means Co-ordinated Universal Time.

“WSC” means Wentworth Shire Council.

“YWTO” means Wentworth Aerodrome.

“YPCE” means Pooncarie Aerodrome.

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

“User” includes the owner, operator, pilot and any other party with any control over, or ownership of, any aircraft accessing Wentworth or Pooncarie Aerodromes. This includes persons who have access airside (whether or not they own aircraft), their visitors/guests and airside drivers. Also included are tenants who carry out activities on landside areas and within lease areas and persons who have direct access to the aerodrome from private property.

3. INTERPRETATION

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

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

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

- a) the user must do everything necessary to ensure that the user’s employees, servants, agents and contractors do not do that activity; and
- b) the user may not allow or cause any person to do that activity.

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

4. ACCESS AND USE -TERMS AND CONDITIONS

- 4.1 Access to and use of the Wentworth and Pooncarie Aerodromes (airside and landside areas) is subject to compliance by the user with:
- a) local flying restrictions including the requirements of the *Civil Aviation Act 1988*, the Civil Aviation Regulations, the *Air Navigation Act 1920*, the Air Navigation Regulations, and Air Services Australia publications including the En-Route Supplement Australia (ERSA); and
 - b) use of call signs in accordance with Aeronautical Information Package (AIP); and
 - c) directives made by the Department of Home Affairs and/or the Aviation and Maritime Security (AMS) Division, including but not limited to security of aerodromes and aircraft; and
 - d) the requirements of:
 - i. The *Civil Aviation Act 1988*.
 - ii. The Civil Aviation Safety Regulations 1998.
 - iii. The Civil Aviation Regulations 1988.
 - iv. Civil Aviation Orders.
 - v. CASA Part 139 – (Aerodromes) Manual of Standards-2019.
 - vi. The *Aviation Transport Security Act 2004*.
 - vii. The Aviation Transport Security Regulations 2005.
 - viii. the Wentworth Shire Council Local Law (Aerodromes); and
 - ix. Any other applicable Commonwealth, State or Local Government regulations.
 - e) any current or future written agreements between WSC and the user; and
 - f) the “Fly Neighbourly” principles, as amended from time to time (detailed in Section 11); and
 - g) Directives made by the ADM or ADO and/or duty ARO, both verbal and/or written.
- 4.2 The user or its servants must not do anything when using either Wentworth or Pooncarie Aerodromes that is in breach of any legislation, regulations, rules or procedures.
- 4.3 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 shall be resolved by WSC in its reasonable discretion. 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 WSC reasonably determines these terms of use will apply.
- 4.4 You acknowledge that we are responsible for all Aviation Infrastructure and Facilities Investment decisions at the Aerodromes. If we decide to make a major Aviation Infrastructure and Facilities Investment, we may increase the Aviation Charges accordingly.
- 4.5 We reserve the right to change these terms of use. The current document can be accessed on Council’s website.
- 4.6 No air show, fly -in, aviation related display or other event shall be held without the written approval of the ADM and where necessary approved by CASA.

- 4.7 Aerobatic operations not supported from WSC Aerodromes without prior written approval of the ADM or in their absence GM and ADO. See Appendix A
- 4.8 Balloon operations from WSC aerodromes require prior written approval from ADM or in their absence GM and ADO. See Appendix A
- 4.9 Glider, rope - aero tow operations not permitted from WSC aerodromes without Prior written approval of ADM or in their absence GM and ADO. See Appendix A
- 4.10 No sign of any nature shall be erected or displayed on aerodrome property without prior written consent of the ADM or in their absence GM and ADO and comply with AD OLS requirements.
- 4.11 Aircraft Training Operation permitted only with written approval of ADM or in their absence GM and ADO.
- 4.12 Avgas re-fuelling facilities (user operated) available at YWTO only, the user assumes full responsibility for re-fuelling operations. Visa or MasterCard only.
- 4.13 The user agrees that the Aerodrome Manager may suspend or revoke any agreement entered into relating to conditions of access and use and/or fees and charges at any time.
- 4.14 We do not provide:
 - a) aircraft, building, motor vehicle or other security services; or
 - b) air traffic control services; or
 - c) rescue and firefighting services; or
 - d) en-route services; or
 - e) meteorological services; or
 - f) hangar facilities except where special arrangements are in place; or
 - g) quarantine waste disposal, customs or immigration services; or
 - h) mechanical repair/maintenance services; or
 - i) ground handling services, re-fuelling services and apron services other than allocating aircraft parking bays; or
 - j) environmental clean-up services; or
 - k) non-visual navigation aids services; or
 - l) any other service we elect not to supply or to discontinue supplying from time to time.

5. NOTIFICATION

- 5.1 The users outlined below must ensure that WSC are provided with a current 24-hour name and contact mobile number. These include:
 - a) tenants; and
 - b) Fixed Base Operators; and
 - c) regular visitors to the aerodrome such as:
 - i. Royal Flying Doctor Service (RFDS); and
 - ii. Angel Flight; and
 - iii. Australian Defence Force (ADF); and

- iv. companies providing air work such as surveying, aerial photography or banner towing; and
- v. training organisations based at other aerodromes; and
- vi. Freight operators.

6. CHARGES

- 6.1 Charges consist of rental, leasing, training, landing and aircraft parking fees and are determined in accordance with the Schedule of Charges as published on the Wentworth Shire Council website.
- 6.2 It is a condition of access to and use of WSC's Aerodromes that the user pays the charges.
- 6.3 Charges are payable by the certificate of registration holder for the aircraft as recorded by the CASA Aircraft Register, unless otherwise formally assigned in writing to a third party.
- 6.4 For the purposes of establishing liability for charges, a flight by an aircraft may be identified by and not limited to documentation, which includes information supplied by Air Services Australia, ADS-B transponder data, recordings of messages broadcast to or from the aircraft and visual observations of aircraft activity.
- 6.5 At the discretion of the Aerodrome Manager, user fees and charges may be amended or waived. Circumstances where such discretion may apply include special events such as fly-ins, open days, charity events, aeromedical, military or other activities the Aerodrome Manager considers reasonable.
- 6.6 Exemption for Landing and Parking fees may apply. See Council website – Schedule of Charges.
- 6.7 No exemptions apply to privately registered aircraft operating for hire or reward, as deemed by WSC.
- 6.8 All charges unless otherwise agreed in writing by WSC, are payable to Avdata (managing aerodrome charges on behalf of WSC). Payable within 21 days after which they become overdue for payment.
- 6.9 Rental and leasing charges are payable direct to WSC or Avdata as agreed in rental/leasing agreements.
- 6.10 Pilots using WSC aerodromes must conform to the regulations and rules of the air. Pilots who fail to identify their aircraft call sign may be reported to Civil Aviation Safety Authority (CASA).
- 6.11 All charges are payable in Australian dollars only.

7. INVOICING AND PAYMENT

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

8. VARIATION OF CHARGES

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

9. NO OFF-SET

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

10. REFUSAL OF ACCESS

- 10.1 WSC may refuse access to and use of WSC Aerodromes to the user and all/any aircraft of the user where the user has failed to pay to WSC any amount due within 30 days after the due date.
- 10.2 WSC may also refuse access to and use of WSC Aerodromes (except in a declared emergency) to the user and/or any aircraft owner or operator. Where the user and/or the aircraft owner or operator respectively fails to comply on time with all requirements of WSC AD conditions of use and access, orders of authorities and all laws including, without limitation, all relevant environmental protection laws and authorities, and relevant legislations.

11. FLY NEIGHBOURLY / NOISE ABATEMENT

Operators at Wentworth Shire Council Aerodromes will:

- 11.1 comply with noise abatement procedures included within this document, air navigation regulations, departure and approach procedures, ERSA and
- 11.2 ensure that environmental awareness and noise management is included in pilot familiarisation and training.
- 11.3 Compliance with following noise abatement procedures does not affect a pilot's responsibility to operate in accordance with Civil Aviation Regulations and Procedures.

Pilots will:

Ground Operations

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

Departure

- 11.5 Use sufficient runway length and best rates of climb to maximise height over populated areas. High performance and twin-engine aircraft are to conduct full-length take-offs where possible.

- 11.6 Minimise noise after take-off by reducing engine revs as much as possible.
- 11.7 Consider the impact of early-morning departures of unusually loud aircraft (e.g. some warbirds, older single-engine aircraft) on nearby residents and businesses (e.g. motels). It is requested that, where practicable, such aircraft delay departure until at least 0700. Local time.

In Flight

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

Training

- 11.10 Only conduct Training Operations including "Touch & Go" circuit training as per aerodrome published information, ERSA. Users are advised that any published NOTAM will take precedents.
- 11.11 No training OPS permitted at YWTO or YPCE without prior approval from ADM or in their absence GM and ADO.
- 11.12 Avoid flying circuits and conducting turns that impact on residential areas.
- 11.13 ACFT in Training Shall suspended OPS to allow RWY safety inspections to be carried out by duty ARO when intent to do so is BCST.
- 11.14 AD circuit training curfew applies. AD AVBL for training OPS 0700-2100 Monday to Saturday. 0900-1700 Sunday and public holidays, (Local Time)
- 11.15 Noise sensitive area S of AD (Wentworth/Pooncarie township). Pilots are requested to avoid the area if possible, no CCTS please and transit not BLW 1500FT AMSL.
- 11.16 ACFT DEP YWTO and YPCE are requested to climb to 1500FT AMSL at best rate of climb.
- 11.17 No simulated engine failure training over Wentworth or Pooncarie Township.
- 11.18 No run-ups permitted on apron/tie down areas.

Simulated Engine Failure

- 11.19 No simulated engine failure training permitted over populated areas. Where practicable, aircraft will conduct simulated engine failures over the runway with recovery initiated within the aerodrome perimeter or within locally designated training area.

Training Area

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

Helicopters

- 11.21 Use the correct take-off and landing areas to minimise effects of rotor wash.
- 11.22 When hover/air-taxiing, departing or arriving, consider foreign object debris (FOD) such as

dust, dirt and/or debris impacts on hangars (particularly when hangar doors are open).

- 11.23 Where possible, minimise tight manoeuvres and turns, avoid hovering and operating over populated areas.
- 11.24 Minimise rotor blade slap noise and utilise descent profiles with low-power and low-noise operations.

12. USE OF AIRSIDE

- 12.1 Any user of WSC Aerodromes requiring vehicle access to airside-controlled areas, are required to complete the WSC Aerodromes Airside Vehicle Control Induction. The training booklet is available from the AD OPS Manager during business hours, by phone 03 5027 5027 or by email council@wentworth.nsw.gov.au. The induction is self-administered and generally takes about 20 minutes. A signed declaration at the end of the booklet completes the induction. There is no charge for this service.
- 12.2 The driving of vehicles within the airside of the aerodrome must comply with WSC "Airside Vehicle Control" and any directions from AD OPS manager or duty ARO as required.
- 12.3 Authorised vehicles must display an amber flashing or rotating beacon while airside, emergency vehicle warning devices accepted.
- 12.4 Drivers must carry/display an "Authority to Drive Airside" (ADA) licence renewable annually and available from the AD OPS Manager on completion of Airside Vehicle Control Induction. There is no charge for this service.
- 12.5 High visibility (hi viz) vests or clothing must be worn when walking within aircraft movement areas (leased apron areas excluded). Passengers requiring access to an aircraft must be escorted by user crew that are wearing hi viz.
- 12.6 YWTO and YPCE are regulated aerodromes under CASA MOS 139, as such a secure airside/landside boundary must be maintained at all times. Users are to ensure compliance to this order.
- 12.7 Animals are only permitted airside when they are enclosed in an approved animal cage/carrier (assistance animals excluded).
- 12.8 No private refuelling or refuelling equipment permitted on WSC Aerodromes without prior approval of ADM or ADO. User to ensure compliance with Clause 19 of WSC conditions of access and use, CASA Act and Regulation, NSW EPA and Worksafe NSW and all relevant legislation, relating to transport, storage and handling of hazardous materials. User to supply proof of compliance to ADM or ADO prior to any approval.

13. PARKING OF AIRCRAFT

- 13.1 A user is not permitted and shall not leave or park an aircraft at any location at YWTO or YPCE that is not dedicated by WSC for that purpose. Unless WSC AD OPS Manager has consented to the user leaving or parking such aircraft at such location and the user paying such fees as are applicable to the leaving or parking of aircraft.
- 13.2 An aircraft is considered to be parked if it has been left unattended.
- 13.3 The daily parking fees apply per calendar day, no pro-rata (i.e. an aircraft parked for any portion of a calendar day will incur the full daily parking fee) and is charged for any aircraft sighted in an area which is not a leased apron.

- 13.4 At all times, aircraft parked at WSC Aerodromes shall be parked behind parking clearance lines, within leased apron areas, within coned or gabled designated tie-down areas, and clear of taxiways. Taxiway minimum clearances are:
- a) Code A: 15.5m from taxiway centreline; and
 - b) Code B: 20m from taxiway centreline.
- 13.5 Leased areas are marked with a green line where sealed areas exist, or there are green corner disc markers where the lease is located on a grassed area.
- 13.6 Parking surveys are conducted by the AD OPS manager and/or duty ARO at random times.
- 13.7 An aircraft parked in any designated or non-designated parking area (excluding leased areas described in 13.5 above) may be recorded and charged the appropriate parking fee.
- 13.8 Parking fees may be waived for aerodrome tenants wishing to park an aircraft outside a leased area for short period to conduct activities such as hangar cleaning, aircraft washing, minor maintenance or the like. Please contact AD OPS manager during business hours on 03 5027 5027 to make arrangements.
- 13.9 In the event that a user wishes to leave an aircraft parked in an area leased to another party then the user can only leave the aircraft parked at such a location provided the lessee consents to that parking of the aircraft by the user and that the lessee is in compliance of his/her lease conditions.
- 13.10 All aircraft parking areas, including leased areas, must be kept in good order, free from obstructions to the movement of persons, vehicles and aircraft, and in a clean, tidy, serviceable condition to the satisfaction of WSC. Users must comply with any request by WSC staff to remove items considered by WSC to be an obstruction, or potential obstruction, to persons, vehicles or aircraft.
- 13.11 Parking fees may be waived where tenant businesses such as aircraft maintenance organisations wish to park client aircraft outside leased areas. Contact AD manager during business hours on 03 5027 5027 to make arrangements.

14. MOVEMENT OF PARKED AIRCRAFT

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

15. DISABLED AIRCRAFT REMOVAL

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

16. PRE-FLIGHT AND ENGINE GROUND RUNS

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

17. AIRCRAFT DETENTION

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

18. COMPLY WITH LEGISLATION

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

19. EXCLUSION OF LIABILITY AND INDEMNITY – INSURANCE

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

20. RELEASE

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

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

21. RELEASE OF WARRANTY

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

22. AERODROME UNAVAILABILITY

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

23. PRIVACY AND DATA PROTECTION

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

24. DISPUTE RESOLUTION

24.1 PROCEDURE

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

24.2 NOTICE OF AN ISSUE

- a) 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 in an open and respectful manner.
- b) WSC authorized officers in their reasonable discretion shall resolve all Issues relating to aerodrome regulatory compliance, operational, maintenance, safety and aerodrome access.

24.3 AUTHORISED OFFICERS

- a) WSC Authorised officers shall be, Aerodrome Accountable Manager and Manager for Operations, Maintenance and Safety as described in WSC aerodromes manual as approved by CASA.

24.4 FAILURE TO AGREE

- a) If the issue remains unresolved, WSC Authorised officers have the power to enforce its rights as the aerodrome operator/certificate holder on any decision in its favour to ensure continued operational compliance and safety of the aerodrome/s.

24.5 LEGAL PROCEEDINGS

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

25. VARIATIONS

- 25.1 WSC reserves the right, at any time to amend, vary or waive any of the terms and conditions of this document without notification or consultation.

Appendix A

Guide to Approve Operations from WSC Aerodromes for and not limited to
Acrobatics, Ballooning, Gliding.

1. Effect on local residents relating to noise and privacy
2. Damage to property both on and off aerodrome (e.g. caused by towropes) and cost recovery for property damage.
3. Increased driver distraction on nearby roads due to operations not usually expected from aerodromes.
4. Approvals required by CASA for the operation
5. Cost recovery for site setup, maintenance during, clean up and decommission following operations.
6. Supervision during operation, both airside and landside.
7. Need for issue of NOTAM
8. Notification to residents
9. Consideration of less experienced aerodrome users while operations are being conducted.
10. Carriage and use of radio during operations
11. Compliance with WSC conditions of use and access.
12. Compliance with Aeronautical Information Publications for the aerodrome
13. Should the aerodrome be closed during operations?
14. Cost recovery due to reduced availability of aerodrome to other users caused by operations. WSC loss if revenue.
15. Charge for use of aerodrome facility, as per our register of fees and charges.
16. Notification to Avdata regarding fees and charges, Billing Details.
17. Aerodrome Safety requirements
18. Operation compliant with CASA MOS139
19. Operations impact on aerodrome OLS should the aerodrome remain open to all users during operation (e.g. balloon height infringing OLS)
20. Ability of emergency services to deal with incident should it arise.
21. Who should advise local emergency services
22. Insurance and WorkCover compliance of operator
23. Other