



**Moorabbin Airport**

## **Airport Access Charges**

**Effective from 1 January 2018**

Moorabbin Airport Corporation  
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## **Moorabbin Airport Security**

Airport security is a responsibility we all share. Since September 11 everyone has felt the impact of terrorism on aviation. The Australian government has passed the *Aviation Transport Security Act 2004* (and *Aviation Transport Security Regulations 2005*) which provides a layered approach to the increase of security within the aviation industry. Some measures take effect on a **national basis**, and some are **specific to Moorabbin Airport** because it is a regulated airport under the Act.

**Aircraft Owners.** The prime responsibility for protection against a terrorist act against aviation lies with the aircraft owner. Aircraft owners have responsibility for the security of their aircraft. When not in use they must ensure measures are taken to secure their aircraft against theft. These measures include fitting a wheel lock, a lockable control lock, parking in a locked hangar or securing the aircraft with a lockable device. Standard door locks are not considered adequate protection. **The responsibility for aircraft security is not removed from owners when their aircraft is on leased/licensed areas or on common areas of Moorabbin Airport.** Department of Infrastructure and Regional Development (**DIRD**) Transport Security Officers will conduct random compliance checks nationwide.

**Pilots.** All pilots and student pilots wishing to access airside at Moorabbin Airport must be in physical possession of a valid *Aviation Security Identity Card (ASIC)*. Possession of an ASIC is **mandatory** within the prescribed areas of the airport (i.e. airside). They must also have a valid **reason** to be airside.

**All other persons requiring access airside.** All other persons requiring access airside at Moorabbin Airport must have a valid reason to be airside and obtain an *Visitor Card (VIC)* from Moorabbin Airport Corporation (**MAC**) or participating organisations and be accompanied by an ASIC holder at all times.

**Moorabbin Airport** is a regulated airport under the *Aviation Transport Security Act 2004*. The major responsibility of MAC is to provide effective perimeter security for the airport as a whole to act as a deterrent to unauthorised entry. An Access Control System is in operation and all aircraft owners who require access airside will be provided with a suitable access card. Details of this system are supplied separately.

MAC will work closely with the DIRD (Office of Transport Security), airport tenants and airport users to ensure compliance with the Act and other regulations.

***IF YOU SEE ANYTHING SUSPICIOUS: CALL 000***

## 1. What the Airport Access Charge covers

Payment of the Airport Access Charge is for the Use by You of **airside infrastructure and open air parking facilities (as notified by MAC from time to time), other than reserved aircraft parking spaces..**

The charge only covers open-air parking on either grass or hard stand in areas designated for aircraft parking by MAC.

The Airport Access Charge is **NOT** a landing fee. It is important to understand that, at present, separate Terminal Services Charges (e.g. for Tower services) are levied by Airservices Australia for aircraft operations into Moorabbin Airport, and MAC has no involvement in these charges. (see *Airservices Australia, Standard Contract Terms*).

## 2. The Amount of the Airport Access Charge

### 2.1 Airport Access Charge

Charges can be paid on a daily, monthly, 6 monthly or yearly basis. The charges below are for each 1,000kg MTOW of the aircraft (charged on pro rata basis). All charges **include** GST. The charges are:

Per day	<b>\$25.00</b>	For aircraft under 7,000 Kg MTOW
Per day	<b>\$35.00</b>	For aircraft over 7,000 Kg MTOW
Per month	<b>\$425.00</b>	(equivalent to \$13.67 per day)
Per 6 months	<b>\$2,125.00</b>	(equivalent to \$11.29 per day)
Per year	<b>\$2,755.00</b>	(equivalent to \$7.33 per day)
Per day	<b>\$105.00</b>	For balloons
Per day	<b>\$515.00</b>	For non VH-registered sport and recreational aircraft

**Note:** Other than the daily charges, the above set period access charges must be paid in full prior to the commencement date of the period applied for.

Any charges incurred on or after the date of this document will be calculated at the rates set out above.

Where prior to the date of this document You have paid amounts to MAC for the use of airside infrastructure and aircraft parking facilities for a period, at the end of that period the rates of charge referred to in this clause 2.1 will apply to all use of airside infrastructure and aircraft parking facilities.

## 2.2. Aircraft engaged in RPT Operations

Aircraft engaged in RPT operations will be charged on the following basis:

*For aircraft using non-MAC terminal facilities:*

The charge level set out in section 2.1 above will apply.

*For aircraft using MAC terminal facilities:*

As agreed between MAC and You based on an applicable rate for aircraft movements and passenger and cargo numbers.

## 3. Reserved Parking Charge

If You wish to have **exclusive use** of a position on hard stand or grass parking areas You may arrange this through the MAC airport administration. A charge will apply for such exclusive use (**Reserved Parking Charge**) where this charge is in addition to the Airport Access Charge.

The additional Reserved Parking Charge for exclusive use of a position are:

- + **\$155.00 per month** (incl. GST) for hard stand, and is in addition to the Airport Access Charge.
- + **\$100.00 per month** (incl. GST) for all weather grass areas, and is in addition to the Airport Access Charge.
- + **\$60.00 per month** (incl. GST) for non all weather grass areas, and is in addition to the Airport Access Charge.

Hangarage may be available from commercial operators who provide these services. **Any hangarage arrangement between You and a tenant of MAC has no effect on the rate of Airport Access Charges and Reserved Parking Charge.**

## 4. Which aircraft are liable for the Airport Access Charge and Reserved Parking Charge

The Airport Access Charge and Reserved Parking Charge applies to all aircraft, fixed or rotary wing, **registered** in Australia or overseas (including those operating on a conditional permit) which are:

- a) **Normally based at Moorabbin Airport.** If You are the registered owner of an aircraft normally based at Moorabbin Airport, You have the option of paying a yearly, six monthly, monthly or daily charge as set out in section 2.1 above. If You do not prepay the relevant Airport Access Charge, You will be charged at the daily rate for each day Your aircraft is at Moorabbin Airport.
- b) **Itinerant (visiting) aircraft.** MAC may (at its sole discretion) waive certain Airport Access Charges and Reserved Parking Charge for some categories of itinerant aircraft in order to

encourage airport visitation and use of commercial facilities. An aircraft is considered to be an itinerant aircraft if it is ordinarily housed or parked at a different airport and is only at Moorabbin Airport for a day or part thereof, or if it is otherwise determined by MAC to be an itinerant aircraft (having regard to the historical movements and parking activities of the relevant aircraft). If MAC does not waive the relevant charges for an itinerant aircraft, You must pay the relevant charge to MAC.

## 5. GST

Unless otherwise specified in this document all amounts due are GST inclusive.

## 6. Available discounts

The granting of any discount is at the absolute discretion of MAC and must be approved in writing by MAC prior to the relevant activity being undertaken.

Any discount approved by MAC prior to the date of this document ceases to apply at the end of the relevant period to which the discount relates. You must apply to MAC in writing for approval of any subsequent discounts to be applied, where such discounts are at the absolute discretion of MAC.

### 6.1. Aircraft undergoing substantial maintenance

You may apply to MAC for a "Substantial Maintenance Concession" in relation to the payment of Airport Access Charges. Without limiting any discretion of MAC, a Substantial Maintenance Concession will only be approved where:

- (a) a "For Sale and Substantial Maintenance Claim Application" in the form of Schedule 1 to this document has been received by the MAC General Manager Aviation;
- (b) the "For Sale and Substantial Maintenance Claim Application" is received prior to maintenance being undertaken, being the date from which the discount is to commence;
- (c) the MAC General Manager Aviation has approved the provision of the maintenance concession (where such approval may be given or withheld in the absolute discretion of the MAC General Manager Aviation) and signed the application form. A concession will only apply from the date that the MAC General Manager Aviation notifies You in writing of the approval of the concession. If the MAC General Manager Aviation does not approve the provision of the concession, no such concession will be provided and all relevant charges as set out in this document will continue to apply;
- (d) the applicable discount has not otherwise been revoked by MAC;
- (e) the period for which the discount is to apply does not exceed 90 days, and does not result in a discount under this clause being provided to You for more than 90 days in aggregate in any calendar year (and regardless of the aircraft in respect of which the discount is provided); and

(f) the applicant does not owe any outstanding debts to MAC.

The maintenance concession is not available to aircraft operating at the Airport on prepaid Airport Access Charges.

If MAC agrees to provide a Substantial Maintenance Concession in respect of an aircraft, MAC will determine in its absolute discretion both the period of the concession (where that period will not exceed 90 days), the specific terms of any such concession and the amount of the relevant concession.

Updates from the relevant maintenance organisations of aircraft covered by this section must be provided to MAC within 3 business days from the end of each month. Aircraft undergoing substantial maintenance at Moorabbin Airport which are not listed on such a monthly update will be charged the normal daily Airport Access Charges from the 1<sup>st</sup> of the month in question until an update is provided by the relevant maintenance organisation.

No retrospectivity will be permitted in this arrangement. If You or the relevant maintenance organisation fails to notify MAC within two (2) business days of an aircraft's arrival for substantial maintenance, the normal daily Airport Access Charges will apply from the date the aircraft arrived until the date that MAC is so notified.

**The maintenance discount is not available to aircraft operating at the airport on prepaid Airport Access Charges.** However, once the prepaid Airport Access Charges expiry date has lapsed, the aircraft operator can apply for the maintenance exemption if the aircraft meets the above listed eligibility conditions.

The granting of the Substantial Maintenance Concession is at the absolute discretion of MAC.

## 6.2 Other discounts

Any and all other discounts, rebates and variations of charges are the complete discretion of MAC. You should not assume or rely on the provision of such a discount, including where a discount has been granted by MAC in the past.

## 6.3. Non VH- registered, recreational aviation, ultra-light, balloon and non-powered aircraft

Unless otherwise agreed in advance by MAC, the Airport Access Charges will apply in relation to non VH- registered, recreational aviation, ultra-light, balloon and non-powered aircraft.

Notwithstanding this, all non VH- registered, recreational aircraft, ultra-light, balloon and non-powered aircraft must obtain prior approval from MAC before operating at Moorabbin Airport in order to put in place necessary special arrangements (as required). MAC reserves the right to apply any further charges, as applicable.

## **7. Act**

The ***Aerodrome Landing Fees Act 2003*** provides that an aerodrome operator may fix a fee for landing, take off or parking of aircraft, training approaches and other directly related activities. The Act further provides that the liability for charges incurred by aircraft for access to Moorabbin Airport resides primarily with the Holder of Certificate of Registration of an aircraft. You may arrange for an operator who has control of the aircraft to act as his or her agent and inform MAC to this effect. On receipt of such advice Airport Access Charges will be directed to the nominated operator in the first instance.

Compliance with charges is mandatory and incorporated into *Conditions of Use for Moorabbin Airport*.

**Unless prior arrangements are made, You are liable for access charges at Moorabbin Airport.**

## **8. Method of Payment**

### **8.1. Payment**

Payment of charges incurred may be made at the Moorabbin Airport Management Centre during normal business hours.

Payment by EFTPOS and major credit cards is available through MAC.

Accounts will be rendered for itinerant use and a third party provider has been engaged for this purpose. **A minimum invoice charge of \$20 (incl GST)** will be imposed to cover the cost of billing for such use.

Interest may be incurred in accordance with clause 12 of the Conditions of Use.

## **9. Refunds**

Prepaid access charges are non-refundable. No full or prorated refunds will be given based on usage or any future change of circumstance.

MAC reserves the right to cancel prepaid access charge agreements. If prepaid access charges are cancelled by MAC, a refund of prorated charges to the date of cancellation will be given.

## **10. Banned Aircraft**

If You land an aircraft at Moorabbin Airport in circumstances where that aircraft, or another aircraft owned, leased or otherwise used by You at Moorabbin Airport, has been banned in accordance with the procedures applied for such action by MAC from time to time (including in compliance with the Airport Lease for Moorabbin Airport), You must pay to MAC immediately upon landing all fees and charges which remain unpaid in respect of the relevant aircraft as well as an administrative fee of \$1,000 GST exclusive (covering). Without limitation, the administrative fee covers the costs of MAC's internal management and employment costs in dealing with such

aircraft, circumstances and non-payment of charges in respect of the relevant aircraft.

## **11. Review**

Unless otherwise advised by MAC, and without further notice being required to be given by MAC, on each 1 January the charges set out in this document will increase by 3% per annum rounded up to the nearest \$5 figure.

## **12. Defined Terms**

Terms that are capitalised and not defined in this document, are defined in the document titled the "Conditions of Use" published on the MAC website. This includes the following terms:

**"Airport Access Charges"**

**"We", "Our", "MAC" and "Moorabbin Airport Corporation"**

**"You", "Your"**



Schedule 1

# Moorabbin Airport For Sale & Substantial Maintenance Application

One form per aircraft must be completed by a Licensed Aircraft Maintenance Engineer (L.A.M.E.), when an aircraft is undergoing maintenance for more than 2 days.

A special rate for this period applies providing this form is submitted to Airport Management (E-mail: [admin@moorabbinairport.com.au](mailto:admin@moorabbinairport.com.au)) within the times set out below.

- Where the periods of maintenance are expected to exceed 2 days (day of arrival, day of departure) M.A.C. must be notified **within two (2) business days of the aircraft arriving at Moorabbin Airport.**
- The maximum period an aircraft will be deemed to be undergoing substantial maintenance will **be ninety (90) days over a calendar year.**
- **LATE APPLICATIONS OR REQUESTS FOR BACKDATING OF ACCOUNTS WILL NOT BE ACCEPTED.**
- **A concession will only be valid once the Operator has received written confirmation from the MAC General Manger (Aviation) that the concession has been approved.**

Application Details	
Aircraft Registration Number	
Type of Maintenance	
Date Commenced	
Date of Expected Completion	
Owner / Company of Plane	
Selling / Maintenance Organization	
L.A.M.E License Number	
<b>Signature of L.A.M.E</b>	

*To be completed by MAC:*

<b>MAC General Manager (Aviation) approval</b>	
Date of approval	
<b>Signature of MAC General Manager (Aviation)</b>	