

HANGAR OCCUPANCY LICENCE AGREEMENT WORDING

The object of this Agreement is for the TAC to approve, in writing, occupation of space in a TAC owned and maintained hangar at the Council owned Tumut Airport, Wee Jasper Road, Tumut, for which the TAC pays annual fees to Tumut Shire Council to have on the Tumut Airport for storage of aircraft, vehicles, equipment and other uses.

DEFINITIONS

"*Hangars*" means each of the hangar buildings owned by the TAC located on the Tumut Airport Property, but it does not include the Tumut Shire Council owned Terminal building.

"*Aircraft*" means any aircraft that is or can potentially be registered with:

- 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)

"*Equipment*" means any item (e.g. trailer, partly built aircraft, trolley, motor vehicle, on occasions substance used for fire fighting, etc) that is not specifically an aircraft for the purpose of this occupancy agreement.

"*TAC Facilities*" means buildings, equipment and assets, other than hangar buildings, owned by TAC.

RELATIONSHIP BETWEEN THE PARTIES

1. It is the essence of this Agreement that the TAC gives the Applicant only a non-exclusive hangar space occupancy licence, determinable in accordance with this Agreement. The TAC does not grant a lease in respect of any airport land.
2. The payment of any fee associated with storage of aircraft or other equipment by the Applicant within a TAC owned hangar **DOES NOT** include payment of any landing fee due to the Tumut Shire Council.
3. The Applicant is solely responsible to pay directly to the Tumut Shire Council the appropriate annual landing fees for each and every aircraft type which the Applicant stores within a TAC hangar.
4. The TAC will periodically provide a list of aircraft (type and registrations) with owner details to the Tumut Shire Council to enable the Tumut Shire Council to keep its records of permanent airfield users up to date.
5. The Applicant will provide updated information to the TAC Committee regarding change of address, changes to the aircraft, equipment and other uses of hangar covered by the Agreement or any other changes that are relevant to the Agreement.
6. The Applicant must be a current financial member of the TAC.

TERM OF THE OCCUPATION LICENCE

For **Long Term** occupiers, the licence shall commence on the date of endorsement of the Agreement by the TAC and will continue to operate until terminated by either party in accordance with this Agreement. License fees are to be paid quarterly in advance or as arranged with and agreed by the TAC Committee, unless terminated earlier in accordance with this Agreement.

For **Short Term** (less than 3 months) occupiers the Agreement shall be for the specified period, subject to payment in advance and endorsement by the TAC Committee at its next available committee meeting.

THE LAND AND BUILDINGS

1. The Applicant shall only use the buildings for the purpose set out in Schedule 1 to this Agreement.
2. The Applicant shall at all times ensure that their guests and visitors comply with the requirements of CASA, the Tumut Shire Council, the TAC, 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 buildings, including any regulation relating to safety of aircraft and control of traffic, etc.
3. No materials (e.g. empty containers of fuel for aircraft, etc) or waste matter is to be placed or stored by the Applicant within or outside TAC hangars and buildings.
4. The Applicant shall not alter or improve any existing TAC building on the land known as the Tumut Airport without consent in writing from the TAC.
5. The Applicant shall not construct any new buildings, or alter or improve any other buildings on the land known as the Tumut Airport without Council's prior written consent.

OCCUPANCY LICENCE FEE

1. The occupancy licence fee will be determined by the current TAC Committee, considering factors such as value of aircraft/other equipment/space availability/gross weight/impact on the TAC Hangar Keepers Insurance Policy, Council fees, CPI increases, etc.
2. The TAC will review the occupancy licence fee and determine a new occupancy licence fee by 30 June each year. The new licence fee will be payable from 1 July for the following 12 month period.
3. The occupancy licence fee shall be entirely distinct and independent of any Council fees and charges.
4. All occupancy licence fees will be paid in advance.

5. The TAC Committee may terminate this Agreement if the Applicant fails to pay the licence fee by the due date or the Applicant ceases to be a member of the TAC.
6. The minimum charge for equipment storage will be equivalent to the hangar charge to store a RAAus registered microlight aircraft.
7. Short term licence fees are payable in advance. The minimum period for a short term occupant is 1 week (7 days) thereafter additional weekly fees are payable.

INSURANCE

1. The Applicant shall be responsible for any damage the Applicant caused to their licensed item(s), i.e. aircraft and equipment, and any damage they cause to any other item(s) stored within the TAC hangar arising from the activities of the Applicant, or any servant or agent of the Applicant, whilst on the land or in the TAC buildings.
2. Should the Applicant cause damage to TAC or other Applicants aircraft, vehicles or private property the TAC Committee will rule as to the full restoration procedures that will be made good within fourteen days of the incident, to the owner's and the TAC's satisfaction.

TERMINATION OF THE HANGAR OCCUPANCY LICENCE

1. This Occupation Licence may be terminated by either party with one month notice in writing.
2. In the event of termination by the Applicant the rental must be paid to the date of termination.
3. Any Applicant who sub lets their licensed occupation space shall have their occupation licence terminated and be required to immediately vacate the hangar space occupied forfeiting any outstanding paid occupancy period.
4. If an Applicant no longer requires hangar space then occupancy will be terminated at the end of the period to which fees have been paid, no refund of unused monies will be made.

SUB LETTING OF HANGAR OCCUPANCY LICENCE

The Applicant shall not assign the benefit of this Agreement to any other party without the prior approval in writing from the TAC.

CONDUCTING A BUSINESS

This occupancy licence does not grant the Applicant permission to conduct a business in the hangar space or from the TAC facilities. Any proposal to conduct a business in the hangar space or from the TAC facilities, which needs to be approved by the TAC Committee, requires a separate written consent from the TAC Committee. If written consent is provided by the TAC, the written consent forms part of this Agreement.

SCHEDULE 1

The Applicant is permitted to use hangar space in accordance with the following:

1. The hangar space may be used generally for the storage and repair of aircraft owned by the Applicant.
2. The hangar space may be used for the final assembly of experimental, ultralight or other aircraft constructed and owned by the Applicant.
3. The Applicant will not conduct any business in the hangar space they are licensed to occupy without written approval from the TAC Committee.
4. An aircraft owner may undertake any regulation permitted maintenance in the TAC hangar space they are licensed to occupy provided that 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 TAC.
5. The Applicant and their guests/visitors will not use the TAC facilities for any social functions, sleeping or overnight camping without written approval from the TAC Committee.
6. In the event any relocation of aircraft or motor vehicles is required for the removal of the Applicant's aircraft or motor vehicle, the Applicant will immediately restore the displaced aircraft or motor vehicles 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).
7. Private arrangements made between owners of aircraft or motor vehicles stored within TAC owned hangars for use by others of the said aircraft or motor vehicle does not absolve the responsibility of the Applicant to ensure the security of TAC hangars is maintained at all time during such use.
8. Storage of containers of fuel for use in aircraft within the TAC hangar is not permitted unless the fuel is stored in a manner that is consistent with relevant Australian Standards and OH&S standards, CASA and any other relevant authority.
9. Temporary "conversion" of aircraft storage space to a motor vehicle storage space at no additional charge is permitted when the Applicant takes their aircraft away for an extended period (overnight minimum) and:
 - a. The motor vehicle can either be stored without interfering with access/egress movement of other aircraft, vehicles or equipment licensed to use the hangar, or
 - b. Arrangements are made to enable the movement of the motor vehicle by others, if necessary, whilst the Applicant is away.
10. Storage of something other than aircraft (such as boat, caravan etc) is not permitted unless approved in writing by the TAC Committee. 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.

11. 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.
 12. Where it is not possible to move the Applicant'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.
 13. Where an aircraft/motor vehicle/equipment has been disposed of and replaced by another aircraft/motor vehicle/equipment the existing hangar occupation license may be transferred to any new aircraft/motor vehicle/ equipment provided the original aircraft/motor vehicle/equipment has been removed from the TAC hangar, or there is space for both to be stored within the TAC hangar. (i.e. automatic transfer of an existing occupation licence to new aircraft/motor vehicle/equipment is not guaranteed).
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