

Kyneton Aero Club Inc

Annex A

Airfield Access and Aircraft Operation Policy

Part A - Airfield Access Policy (updated 01/12/2024)

1. Policy

These terms and conditions, as amended from time to time, apply to any person entering onto or using the Kyneton Airfield, and by entering onto or using the Airfield a person agrees to abide by them.

There is **no automatic right to use Kyneton Airfield** or to base an aircraft at Kyneton Airfield.

- Short term access (< one week) shall be sought via the PPR Form on the Club's website at www.kynetonaeroclub.org
- For aircraft owners wishing to base an aircraft long term (> one week) at Kyneton Airfield, an Airfield Access Application Form must be completed (refer end of this document) and submitted to the KAC Aircraft Registrar at membership@kynetonaeroclub.org

The application form must be reviewed and approved by the KAC Aircraft Registrar, **prior** to any aircraft arriving on site.

The current fees for access to and use of the Airfield by aircraft will apply and are set in Section 5. of this document.

All hangar owners are responsible to ensure that any owner of aircraft to be based in their hangar has completed this access form.

2. Definitions

| | |
|-----------|--|
| Airfield | includes the Kyneton Airfield at Metcalfe Road, Kyneton, and buildings or facilities forming part thereof. |
| User | means any person (whether aircraft owner, operator or otherwise) entering onto or using the Airfield and includes any person accompanying the owner or operator of an aircraft and any officer, employee or other person acting through a corporation. |
| Committee | means the committee of Kyneton Aero Club Incorporated. |

Kyneton Aero Club means the committee and members of Kyneton Aero Club Incorporated – Registered No. A0028479Z. Kyneton Aero Club is the appointed manager of the airfield by the owner, the Macedon Ranges Shire Council.

Member means current financial members or life members of Kyneton Aero Club

3. Users

(a) agree to pay access fees as follows:

- (i) visiting aircraft that have been granted access, will be charged an "Itinerant Access Fee" for any period greater than one week.
- (ii) The fee for any period from 1 to 26 weeks shall be "per week", invoiced monthly in advance.
- (iii) a "Long Term Access Fee" will be payable for any period greater than 26 weeks on a "per six-month period, or part thereof" basis and invoiced in advance each Jan-June and Jul-Dec period.
- (iv) The set fees will be displayed at the Kyneton Aero Club clubrooms and are also set out in Section 5 of this document.

(b) Up to 70% of the Long-Term Access Fee may be waived if the aircraft owner/operator is a financial member of the Kyneton Aero Club and can show that he /she has contributed towards the maintenance of the airfield by:

- attending an Aero Club working bee during the previous six-month period or;
- by manning the mower, or;
- contributing significantly in a similar manner.

All such decisions will be at the discretion of the Committee. Maintenance of, and cleaning-up around one's own hangar site or tie down area **will not** be considered as "assistance at a working-bee" and will not be considered for a fee reduction. The names of working bee attendees are recorded by the Duty Maintenance Officer, then passed to the Aircraft Registrar for further processing.

(c) agree that entry or use of the Airfield is entirely at their own risk and they hereby:

(i) release Macedon Ranges Shire Council, Kyneton Aero Club, and their respective officers, committee, members, employees, agents and contractors from and against all loss, liability, damage, claim or expense (whether as a result of negligence or otherwise) sustained or caused by entering or coming onto the Airfield.

(ii) indemnify Macedon Ranges Shire Council and Kyneton Aero Club as a result of any loss, liability, damage, claim or expense they may suffer or incur as a result of any act or omission by the user.

(d) agree to comply with all Kyneton Aero Club policies and procedures, as amended from time to time, which include, but is not limited to, the Kyneton Aero Club Document **Aircraft Operations Policy**, and any other directions given or issued by or on behalf of the Committee.

4. Review of these Terms and Conditions & Revoking Access Rights

The Committee may at any time without specifying reasons, and as it sees fit:

- (a) alter these terms and conditions; and/or;
- (b) revoke access rights conferred hereunder to any User.

5. Fees - AIRFIELD ACCESS - As from 01 July 2024

Item 3.13 of the Service Agreement between MRSC (owners of the airfield) and Kyneton Aero Club Inc. (managers of the Kyneton Airfield) states:

“...the Club may charge an access fee to all users of Kyneton Airfield. The amount of the fee shall be determined by the club in consultation with the Council. The fee may be charged at a higher rate for users of the Kyneton Airfield who are not members of the club.”

The fees for access to and use of the Airfield by aircraft are currently set as follows:

NB All fees are exclusive of GST

- (i) Itinerant Access Fee: (for any period > one week but < six months)
 - Financial members \$14.00/week
 - Non-financial members \$28.00 per week
- (ii) Long Term Access Fee: (for any period > six months)
 - Financial Members: \$311.50 per six months or part thereof
 - Non-financial Members: \$623.00 per six months or part thereof

***Financial members only** are eligible to receive a 70% reduction in fees for contribution to programmed airfield working bees or other advised and prior approved work performed.

Access Fees shall be increased annually by CPI, at the discretion of the Kyneton Aero Club.

Refund of Fees:

Where the exercising of the power under clause 4(b) results in a reduction of access rights to a user that has paid a fee, those fees will be refunded on a pro-rata basis. A user who owes the Kyneton Aero Club money for something else (e.g. fuel, membership fees etc.) will have their fees offset by any amounts owed to KAC, prior to receiving any balance as a refund.

| | | |
|--|-------------|------------------------------|
| Kyneton Aero Club-ANNEX A-Airfield Access and Operations Policy Rev 2024-12-01.docx | Page 3 of 7 | Last reviewed on: 01/12/2024 |
|--|-------------|------------------------------|

6. Unserviceable and/or Aircraft in Storage

Owners of each Aircraft sited on the Airfield are liable for their access fee irrespective of whether:

- (a) Owner is elsewhere (e.g. overseas) and aircraft is not being used;
- (b) Aircraft is not operational or unserviceable (long term); or
- (c) Aircraft is not being used (stored)

7. Entire agreement.

The User agrees that these terms and conditions contain everything the parties have agreed in relation to the matters dealt with and that the User has not relied on an earlier document, or anything said or done by another party with respect to matters dealt with by these terms and conditions, before these terms and conditions were executed, except as permitted by law.

8. Governing law and jurisdiction.

This document is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

9. Severability.

If a clause or part of a clause of these terms and conditions can be read in a way that makes it illegal, unenforceable, or invalid, but can also be read in a way that makes it legal, enforceable, and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable, or invalid, that clause or part is to be treated as removed from these terms and conditions, but the rest of these terms and conditions are not affected.

10. Acknowledgement.

The User shall acknowledge on their application form that:

- (a) they have received, read and understand these terms and conditions **and**;
- (b) agree to abide by them at all times.

Part B - Aircraft Operations Policy

1. Parking.

2.1 EAST-WEST RUNWAY:

Long term tie-down parking should be on the grass area along the fence line, to the east of Hangar 271.

Short-term visiting aircraft may also park on the grass area directly opposite the east-west runway hangars, well clear of the taxiway and the runway.

2.2 NORTH-SOUTH RUNWAY:

Short-term visiting aircraft should park in the central grass area between the hangars and the north-south taxiway.

It is the responsibility of pilots to remove temporary tie-down stakes and ropes from the ground at each aircraft movement. Long term tie-downs may remain if they are clearly marked with white painted tyres or other suitably visible markers.

Aircraft may be parked in front of the fuel bowser only when refuelling of the aircraft is underway.

Aircraft may be parked on the apron adjacent to the Aero Club building only when dropping off or preparing for departure.

2. Taxiing

2.1 Pilots are required to use minimum break-away power at the commencement of taxi to avoid flying debris and dust. It is expected that pilots will not start engine(s) until they are ready to move off. Pilots are expected to display airmanship and position aircraft prior to engine start that prevents propeller blast from being felt on buildings and other aircraft.

2.2 Taxi speed is limited to a fast-walking pace.

2.3 Aircraft back tracking the active runway are required to provide a broadcast on the CTAF frequency 119.0 as to their intentions.

2.4 Pilots are required to observe all other current requirements relating to aircraft taxi as published within official CASA publications.

3. Ground Running.

- 3.1 All aircraft ground running should be conducted in the marked run-up area to the south of the fuel bowser or in such a way as to minimise any negative impact on persons or property. It is expected that pilots will complete their ground checks in this area prior to taxi for the duty runway.
- 3.2 No aircraft is to be ground run in front of hangars or the Aero Club building, other than for normal start-up and shut-down operations.
- 3.3 Pilots are required to observe all other current requirements relating to aircraft ground running as published within official CASA publications.

4. Circuit Work:

- 4.1 All circuits are to be flown to the North and West of the airfield thus taking the circuit area away from the township of Kyneton. Runways 18 & 27 are right hand circuits and runways 36 & 09 are left hand circuits.
- 4.2 Pilots should observe the current requirements published in official CASA publications for all other circuit operations and comply with all relevant CASA rules and regulations, plus the documentation in **ERSA** and on the Airfield Information tab of the Kyneton Aero Club's website at www.kynetonaeroclub.org.

5. Noise Management Policy:

- 5.1 It is a goal of the Kyneton Aero Club to continue the 'fly neighbourly' culture amongst pilots who use the airfield. The residents of Kyneton and areas surrounding the airfield who are in the flight path of the established circuit area are to be afforded every respect by pilots when flying the circuit. The procedures outlined in **ERSA** and the Club's website Airfield Information tab are designed to limit noise exposure to residents.
- 5.2 Policy changes will be displayed on the whiteboard within the Aero Club building at Kyneton Airfield and circulated by letter and/or email to known regular users of the airfield who are not members of the Aero Club.
- 5.3 Notwithstanding the requirements of the Civil Aviation Safety Regulations, all pilots shall observe the noise management procedures for Kyneton as detailed in **ERSA** when operating aircraft to, from or within the circuit area of Kyneton Airfield. There will be no exceptions to these requirements, other than short-term policy changes issued by the Kyneton Aero Club, such as to facilitate an Airshow, a fly-in, or as directed by the Chief Flying Instructor. A pilot who for sound reasons of safety for a specific flight elects to operate outside of these policies should exercise the privilege of pilot in command and broadcast their intentions on the CTAF frequency 119.0.

Kyneton Aero Club Inc.
Certificate of Incorporation No. A0028479Z
Airfield Access Application (Aircraft)

I, _____
(full name of applicant)

of _____
(address)

desire to base my aircraft at Kyneton Airfield (or on an adjacent property with granted access to the airfield)

Personal details:

Home phone: _____ Work: (optional) _____ Mobile (optional) _____

E-Mail address: _____

Aircraft Details:

Registration: _____ Type: _____

Where will the Aircraft be parked or hangered? _____ Date expected on field? _____
Hangar No Hangar Owner

I acknowledge that I have received, read and understand the *KAC Aircraft Access and Operations Policy*. In the event that my application is approved, I agree to abide by the policies of the Kyneton Aero Club and to pay any fees levied for my aircraft.

Signed by (Signature)

Name (Print)

Date: _____ / _____ / _____

Please retain a copy of this document for your own reference and **return entire signed copy** to:

Aircraft Registrar at membership@kynetonaeroclub.org