



Royal Newcastle Aero Club

YMND – General Conditions of Use

Version 1.38 – 1st July 2020

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1. Preamble

This document has been compiled for reasons of safety, compliance and standardisation across airside operations at Royal Newcastle Aero Club. The document contains operational and local requirements relevant to RNAC that may not be detailed in legislative requirements within the various sectors of the aviation industry.

All Airfield users are required to read and ensure your understanding of this YMND – General Conditions of Use.

Royal Newcastle Aero Club may amend the YMND – General Conditions of Use document from time to time. It will be your responsibility to regularly review this document and comply as stated. Your continued use of the RNAC grounds, both airside and public, facilities and the Airfield will constitute your agreement to the latest version of the YMND – General Conditions of Use.



2. Definitions

- a. **Aircraft:** Fixed / rotary wing, or any other machine capable of flight.
- b. **Aircraft Operators:** Any person that conducts airside activity at Royal Newcastle Aero Club.
- c. **Airfield:** Maitland aerodrome, YMND, its runways, taxiways and other areas.
- d. **Airmanship:** Basic recognised aviation attributes that promote safety in aviation.
 - i. Being situationally aware.
 - ii. Having a clear understanding of the impact of your actions on others.
 - iii. Complying with all aviation rules, regulations and standard practice as required by CASA.
 - iv. Complying with all special conditions described in the enroute supplement, ERSA.
 - v. Complying with any applicable NOTAM.
 - vi. Complying with any special instruction from the Chief Pilot or his designate.
- b. **Avgas:** Approved aviation grade gasoline for the use in aviation piston engines.
- e. **Base:** Regarding a conventional circuit or approach with a recognised Base leg.
- f. **CASA:** Civil Aviation Safety Authority.
- g. **Chief Pilot:** An individual nominated by The Board. CASA approved and appointed.
- h. **Container / Containers:** A shipping container may be of various sizes made of steel normally used for the transport of various items.
- i. **COU:** Community Operational Undertaking, a separate document.
- j. **ERSA:** Enroute Supplement Australia.
- k. **Final:** Regarding a conventional circuit or approach with a recognised Final leg.
- l. **GCU:** YMND – General Conditions of Use, This document.
- m. **Heavy Vehicle –** Any vehicle that weighs greater than 2.5 tons.
- n. **Itinerant Aircraft:** An Aircraft that does not have a RNAC Basing Licence and will utilise the Airfield from time to time. This may include overnight or longer stays at the Airfield.
- o. **NOTAM:** Notice to Airman.
- p. **RNAC:** ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045).
- q. **SOF:** Schedule of Fees, a separate document.
- r. **The Board:** The elected management committee of the Royal Newcastle Aero Club.
- s. **The Club:** ROYAL NEWCASTLE AERO CLUB (ACN 000 021 045).
- t. **Un-airworthy Aircraft:** Fixed/rotary wing, or any other flying machine not capable of legal flight in Australia.
- u. **Visiting Aircraft:** An Aircraft that visits our field less than 4 times a year.
- v. **WH&S:** Work place Health and Safety.
- w. **YMND – General Conditions of Use:** This document.

3. Previous Verbal Agreements, Arrangements or Understandings

This document supersedes all previous verbal agreements, arrangements or understandings made by RNAC staff, management or The Board from the date stated in the GCU document header being the date of issue.

4. YMND – General Conditions of Use Document

Further to point 3 above, all Aircraft Operators will adopt, but not limited to, the understanding that the YMND – General Conditions of Use document, (this document) be the central, fluid statement regarding fundamental Aircraft Operators and airside operations at Royal Newcastle Aero Club.



5. Using the Airfield and Operations in General

People using the Airfield need to clearly understand that the Royal Newcastle Aero Club is a public company, a club, a public space, a training organisation and an aviation hub for a variety of commercial companies and private operators. That being said, a number of standard protocols need to be followed...

- a. All Aircraft Operators must exercise a high level of Airmanship at all times.
 - i. Being situationally aware.
 - ii. Having a clear understanding of the impact of your actions on others.
 - iii. Complying with all aviation rules, regulations and standard practice as required by CASA.
 - iv. Complying with all special conditions described in the enroute supplement, ERSA.
 - v. Complying with any applicable NOTAM.
 - vi. Complying with any special instruction from the Chief Pilot or his designate.

- c. All Aircraft Operators need to be “*Concessional*” and “*Mindful*” regarding trainee pilots.
 - i. Low hour, inexperienced pilots.
 - ii. First or second solo pilots.
 - iii. Trainee pilots under instruction or test.

- d. All Aircraft Operators will at all times use radio calls in the circuit at RNAC.
 - i. Regarding the aviation industry standard recognised circuit layout, all Aircraft, unless operationally unsafe, will declare their position on “*Base*”.
 - ii. If a “*Base*” call was not possible, than a “*Final*” call shall be made.
 - iii. If radio calls were not possible for any reason, declare your arrival at the RNAC office and organise applicable operational payments with RNAC staff.
 - iv. All Aircraft Operators using radio calls will use their legally assigned Aircraft registration as their call sign.
 - v. “*Bogus*” or “*illegitimate*” call signs are not permitted.

- e. All Aircraft Operators need to be aware of the Community Operational Undertaking, COU. This document sets out community and council understandings regarding the Airfield use and other specific agreements.

- f. All Pilots and Aircraft Operators need to be aware of the Kangaroo and other wild life hazards on this airfield.
 - i. The hazard is more likely during dawn and dusk periods.
 - ii. The hazard can vary from one day to another.
 - iii. The hazard exists 24 hours a day, 365 days a year.

6. Visiting Aircraft

Visiting Aircraft are most welcome. It is a requirement that Visiting Aircraft Operators comply with the GCU document, (this document) and also the COU, a separate document. The following is a list, but not limited to, of basic requirements that need to be followed before your arrival...

- a. Visiting Aircraft are required to have third party personal injury and third party property damage insurance.
 - i. Refer to item 14 below, Insurance, of this document.
- b. Notify the RNAC office before arrival to gain initial approval for your visit and any special instruction that may apply to parking or other variables that may impact your stay.
- c. Charges will apply for your movements and a facilities charge for the duration of your stay.
 - ii. See “*Charges and Fees*” detailed below.
- d. Non VH registered Aircraft will need to provide billing details before arrival and obtain approval to stay.
- e. Applicable charges apply in accordance with the RNAC Schedule of Fees, SOF.
 - iii. This is a scaled fee structure based on MTOW, length of stay and parking area needed.
 - iv. Consult the RNAC office staff for further details.

Please Note: As stated above, Visiting Aircraft are most welcome, however your stay cannot be indefinite.



7. Visiting Aircraft here Specifically for Maintenance

Aircraft that use the Airfield, specifically for maintenance are again most welcome. As stated above, full compliance with this GCU, (this document) and the COU, a separate document, will apply. The following again is a list, but not limited to, of basic requirements that need to be followed before your arrival...

- a. All Visiting Aircraft are required to have third party personal injury and third party property damage insurance.
 - i. Refer to item 14 below, Insurance, of this document.
- b. Charges will apply for all movements, however a 14 day grace period for facilities charge will apply.
- c. Beyond 14 days, parking / facilities fees will apply.
 - i. See “Charges and Fees” detailed below.
- d. Applicable charges apply in accordance with the RNAC Schedule of Fees, SOF.
 - i. This is a scaled fee structure based on MTOW, length of stay and parking area needed.
 - ii. Consult the RNAC office for further details.

Please Note: Again as stated above, Visiting Aircraft are most welcome, however your stay cannot be indefinite.

8. Itinerant Aircraft at RNAC

Itinerant Aircraft are welcome, however your collective time at RNAC over a 12 month period is capped at 60 days. If you require more time than the capped period, you will need to obtain an Aircraft basing licence to use and operate from the Airfield.

Charges will apply for the duration of your stay. Again these charges will be based on the RNAC Schedule of Fees. It is also a requirement that all fees are payable in advance in good faith of your predicted stay period.

As stated above, full compliance with this GCU, (this document) and the COU, a separate document, will apply. The following again is a list, but not limited to, of basic requirements that need to be followed.

- a. Itinerant Aircraft are required to have third party personal injury and third party property damage insurance.
 - i. Refer to item 14 below, Insurance, of this document.
- b. Notify the RNAC office of your arrival and expected departure dates.
- c. Charges will apply, paid for in advance.
 - i. For all movements, paid via AvData.
 - ii. A facilities fees will apply.
 - iii. If applicable, external parking fee will apply.
- d. Applicable charges apply in accordance with the RNAC Schedule of Fees, SOF.
 - i. This is a scaled fee structure based on MTOW, length of stay and parking area needed.
 - ii. Consult the RNAC office for further details.
 - iii. See “Charges and Fees” detailed below.

9. Club Membership

Aircraft owners that require an aircraft to be based at Royal Newcastle Aero Club will need to obtain Club membership and maintain financial membership of the Club.



10. Aircraft Based at RNAC

By application and approval via The Board, Aircraft Operators may be able to base their Aircraft at RNAC. If you feel you would like to base your Aircraft at RNAC, follow the steps detailed below...

- a. Obtain a copy of the RNAC Basing Licence from the office, email is available, office@rnac.com.au
 - i. All Aircraft that are permanently based at RNAC must have a signed Basing Licence.
 - ii. Amendments to the content of this licence are not possible.
 - iii. Payment in advance is required.
 - iv. Discounts on membership status, annual payment and movements may be available.
 - v. Compliance with insurance requirements is mandatory, refer item 14 below.
- b. Your completed basing licence will be put to The Board for formal consideration.
 - i. The Board's decision would be final.
- c. Parking allocation would be done via consultation.
 - i. Your preference would be considered but not guaranteed.
- d. Once the RNAC Basing Licence is signed, you have a based Aircraft at RNAC.

Please note: For Aircraft routinely kept at RNAC, a Basing Licence is mandatory.

If you have a current RNAC basing licence, understanding and compliance with this document is mandatory.

11. Local Authority

The Board of RNAC have a nominated Chief Pilot or his designate. On the basis of Airmanship, CASA regulations and WH&S...

- a. All airside users will comply with any instruction or direction from the RNAC Chief Pilot or his designate.

12. Commercial Use of the Airfield

If you would like to carry out commercial activities based at RNAC, please contact the office and put forward your proposal. You should clearly articulate what your activities would include with all stakeholders and variables being stated. The outcome of your approach is not guaranteed, however, The Board may enter discussions and a full appraisal would be considered.

13. Charges and Fees

All applicable charges and fees must be paid.

- a. Movements are paid for via AvData therefore full compliance with radio use is required.
 - i. Regarding the standard circuit layout, all Aircraft, unless operationally unsafe, will declare their position on "*Base*".
 - ii. If a "*Base*" call was not possible, then a "*Final*" call shall be made.
 - iii. If radio calls were not possible for any reason, declare your arrival at the RNAC office and organise payment with RNAC staff.
 - iv. All Aircraft Operators using radio calls will use their legally assigned Aircraft registration as their call sign.
 - v. "*Bogus*" or "*illegitimate*" call signs are not permitted.
- b. Visitors overnight or extended stay.
 - i. Please notify the office for all fees and charges applicable.
 - ii. Please see above (4) and comply as requested.
- c. RNAC members and others that have a signed basing licence.
 - i. Basing licenses are usually paid 12 months in advance.
 1. Discounts may be available for annual payment.



14. Insurance

You must have third party personal injury and third party property damage insurance. Specifically:

- a. As a minimum, your policy of insurance must be for an amount not less than \$5,000,000.00.
- b. Proof of insurance including a copy of the policy and/or the Certificate of Currency is to be provided to The Club upon request.
- c. Should you fail to comply with this obligation to insure, you may be denied the use of the Airfield at the sole discretion of The Club.

15. Un-airworthy Aircraft

The Royal Newcastle Aero Club DOES NOT ALLOW **Un-airworthy**, derelict, unregistered aircraft or similar described flying machines of any kind to be tied down, abandoned, used for spare parts retrieval or disposal on the airport.

Exceptions:

- By written consent from the RNAC Board of Directors.
 - Should this avenue be explored a positive result is not guaranteed.
 - The RNAC Board reserves the right of refusal.
- When the aircraft in question is totally housed within a hangar.

Please Note:

Failure to comply with the above may bring legal action and expenses being passed on to the owner or operator of the Un-airworthy aircraft involved.

16. Container Policy

Preamble:

The Board recognises that shipping containers are needed from time to time for the transport and delivery of goods. The Royal Newcastle Aero Club also recognises that containers may need some time to load and/or unload various items. The policy below provides that fundamental function under managed arrangements between the individual and the Royal Newcastle Aero Club.

Although in more recent times, containers have become a very popular means of both temporary and permanent storage, Royal Newcastle Aero Club is to be enjoyed by its Members and the public for its intended purpose and not for container storage. Container storage is a business which Royal Newcastle Aero Club has no desire to pursue nor be subject to any associated administrative overhead, cost and potential liability.

With due consideration to the true intended purpose of shipping containers and with regard to Royal Newcastle Aero Club airfield access and other requirements, the policy below enables Royal Newcastle Aero Club members and other stakeholders to transport containers to and from the airfield.



Why is this Policy being implemented?

- Maintain acceptable visual amenity at the Royal Newcastle Aero Club.
- Royal Newcastle Aero Club has no desire to be engaged in the business, nor allow any part of the property of Royal Newcastle Aero Club to be used, for the purpose of storage of Containers.

Policy v2.20:

1. No shipping Container or similar plant and equipment ("Container") are to be stored upon any part of the property of the Royal Newcastle Aero Club, including upon any property of Royal Newcastle Aero Club which is subject to any licence agreement or any other agreement with any other party, without the prior written consent of the Royal Newcastle Aero Club.
2. Royal Newcastle Aero Club may, in its sole discretion, provide consent in writing to the delivery of and/or placement upon any property of Royal Newcastle Aero Club of any Container for such time, and in such areas, as Royal Newcastle Aero Club may approve in writing.
3. In the absence of any period of time for placement of a Container upon the property of Royal Newcastle Aero Club being stated in any written consent in accordance with paragraph 2 of this Policy as to the period of any storage of any Container the placement of any Container upon any property of Royal Newcastle Aero Club shall not exceed seven (7) days.
4. Prior to the delivery and placement of any Container upon any land of the Royal Newcastle Aero Club, the party seeking consent to the delivery and placement of any Container upon any part of the property of Royal Newcastle Aero Club shall obtain written consent from Royal Newcastle Aero Club as to the method and route for any such delivery and the use of any part of the property of the Royal Newcastle Aero Club for the delivery of such Container.
5. Should any person to whom consent has been provided by Royal Newcastle Aero Club to place a Container in accordance with paragraph 2 fail to remove any such Container on or before the date referred to any written consent in accordance with paragraph 2 or for the time in accordance with paragraph 5 whichever is the later, shall pay to Royal Newcastle Aero Club a fee as set out in the Schedule of Fees published by Royal Newcastle Aero Club from time to time, such fee to be calculated daily from the expiration of any term as advised in accordance with paragraph 2 or deemed to be in accordance with paragraph 3 until the day of removal of the Container.
6. In the event that such fee becomes payable by the owner of any Container to Royal Newcastle Aero Club in accordance with paragraph 5, Royal Newcastle Aero Club shall be at liberty to take such action as may be necessary to enforce payment of any such fee. In the absence of any evidence provided to Royal Newcastle Aero Club as to the owner of any Container the licensee of any part of the property of Royal Newcastle Aero Club in accordance with any agreement between such licensee and Royal Newcastle Aero Club shall be deemed to be the owner of any such Container.
7. Royal Newcastle Aero Club will advise the owner of any Container and/or the licensee of any part of the property of Royal Newcastle Aero Club upon which any Container is placed of any fee payable in accordance with paragraph 5 either within seven (7) days of the removal of the Container and/or in the event the Container remains on the property of Royal Newcastle Aero Club for longer than one month, within seven (7) days of the end of each calendar month and shall issue an invoice for the amount payable for the placement of the Container. Any such invoice shall be paid within fourteen (14) days of service of such invoice to the owner of any Container in accordance with this clause.
8. The owner, or any licensee in accordance with paragraph 6, is liable for and indemnifies Royal Newcastle Aero Club against any liability, loss, claim, damage, costs and expenses arising from or incurred in connection with the delivery of any Container to the property of the Royal Newcastle Aero Club, the placement of any Container upon the property or part of the property of Royal Newcastle Aero Club and the removal of the Container from the property of Royal Newcastle Aero Club, including damage, loss, injury and death caused or contributed to by the act, omission, negligence or default of the owner, or any licensee, or any servant, agent or employee of any such owner or licensee.
9. As part of any consent provided by Royal Newcastle Aero Club to the owner in accordance with paragraph 2 Royal Newcastle Aero Club may require the owner or licensee to deposit a sum of money to be determined at the sole discretion of Royal Newcastle Aero Club, such deposit to be held by Royal Newcastle Aero Club to be applied towards any fee payable in accordance with paragraph 7 or any indemnity in accordance with paragraph 8.

17. Access Gates

All access gates are to be closed and locked immediately following entry or exit. The gates must not be left open for any interim period.

This has been identified as a security issue by CASA and needs to be followed. Disregard for this requirement significantly increases the potential liability for all.

Failure to comply will comprise a breach of the GCU in relation to which RNAC reserves its rights.

18. Avgas

Aviation grade fuel Avgas, is available for purchase at RNAC.

The storage of aviation fuel, Avgas at RNAC is not permitted, unless the fuel is contained within the fuel tank of an aircraft that complies with all relevant CASA airworthiness requirements. For the avoidance of doubt, storage of Avgas, external to the fuel tank of an aircraft is not permitted.

Any exceptions to this are to be the subject of a prior written agreement with RNAC.

19. Heavy Vehicle Access

Any vehicle three, (3) ton or above will be deemed a Heavy vehicle.

Heavy vehicles are not permitted to access any area beyond the public area of RNAC without the prior written consent of the Royal Newcastle Aero Club.

See diagram, paragraph 21 below.

20. Taxiways

No vehicles are to use taxiways unless approved in writing by the ARO, chief pilot or other RNAC authorised person.

21. Movement Area - Members Area – Airside – Public Area

The diagram below identifies the Airfield designated areas...

- Movement Area – Red.
- Member's Area – Yellow.
- Public Area – Green.

Airside is defined as both the Red and Yellow areas.

