



KATHERINE
TOWN COUNCIL

Katherine Civil Airport Tenancy Schedule

FOR

Xxx



Date of Issue: January, 2019

Schedule for Xxx to Use Katherine Civil Airport, Facilities and Services

1. Parties

1.1. Airport Manager (KTC)

- (a) Katherine Civil Airport (KCA) is the civil section of the RAAF Base Tindal and sits on Commonwealth owned, Department of Defence (DoD) land. Katherine Town Council (KTC) are the sole holder of the head lease for the KCA.
- (b) KTC are responsible for all management issues at KCA and all arrangements regarding use of KCA rest solely with KTC.
 - (i) You are not to communicate or enter into any arrangements, regarding the use of KCA, directly with DoD.
- (c) The KTC executive management team undertake the function of Airport Management and delegate authority on a needs basis.
 - (i) KTC contact details are:
 - Phone: 08 8972 5500
 - Email: records@KTC.nt.gov.au
 - Post: PO Box 1071, Katherine, NT 0851
 - (ii) You are not to communicate or enter into any arrangements, regarding the use of KCA, with any other employee or elected official of KTC.

1.2. Tenant (You, Your)

- (a) This Schedule sets out the special conditions applicable for the following tenant:

Business Name: Xxx.....
Phone: Xxx.....
Email: Xxx.....
Post: Xxx.....
- (b) The Sub-lease applies to all the owners and the staff of the business, whether, permanent, temporary or voluntary, including pilots, drivers, maintenance crew, office staff, agents, or any other person acting on behalf of the business/owners.

2. Terms of sub-lease

2.1. Construction of the Tenancy Sub-lease

- (a) As a tenant, Your sub-lease includes:
 - the signed sub-lease forms,
 - these General User Conditions,
 - Your Tenancy Schedule, and
 - KTC's current Fees and Charges Booklet.

2.2. Period of Sub-lease

- (a) Your sub-lease will begin from the date the Form 32 is signed and sealed by KTC and Your continued use of KCA. Despite You not signing the sub-lease or renewal/extension, by using or continuing to use any of the spaces, facilities or services at KCA, You indicate Your acceptance of the sub-lease, the General User Conditions and Your Tenancy Schedule, and agree to be bound by all of them.
- (b) This sub-lease will run until 30th June, Xxx.
 - (i) This sub-lease provides You with the capability to extend the contract for XXX (XXX) further periods of XXX (XXX) months/years each.
- (c) At the end of each financial year, KTC will review Your sub-lease with You:
 - (i) Either party can seek to negotiate continuance, amendments or additions.
 - (ii) Rent, fees and charges will be:
 - reviewed and may be amended.

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

- increased in line with the CPI for the Darwin/Katherine Region.

2.3. Not to Assign, Sub-Let or Mortgage

- (a) You are not to share in any way (eg assign, transfer, demise, sublet, rent, set over, part with, dispose of, sell or take out a loan or mortgage over) any part of KCA ascribed to You without prior written approval from KTC or You will be deemed to be in breach of Your sub-lease conditions (refer to General User Conditions #7).

- (b) You may set up wholly owned subsidiary companies to operate different aspects of your business out of your tenancy. These may be tiered subsidiaries, but they must all be under the sole ownership and control of the parent or holding company (ie You) who holds the KCA sub-lease.

2.4. Not to Alter

- (a) You are not to allow, or make, or cause to be made, any alterations or additions, whether temporary or permanent, to any part of KCA, without the signed, written consent of KTC or You will be deemed to be in breach of Your sub-lease conditions (refer to General User Conditions #7).
- (b) Any request to re-fit or decorate, whether on a temporary or permanent basis, any part of KCA must be:
- in writing
 - signed, by You, Your authorised staff, Your solicitors, or other agents acting on Your behalf
 - directed to KTC
 - served by being delivered personally or sent by registered mail.

2.5. Permit Inspection by KTC

- (a) You are to permit KTC to inspect and view the condition of the space sub-leased to You, without prior warning and without any restriction or You will be deemed to be in breach of Your sub-lease conditions (refer to General User Conditions #7).

2.6. Special Conditions of Use

- (a) KTC agree to the following variations or additional conditions and arrangements to Your use of KCA:

Nil.....

2.7. Early Termination of Sub-lease

- (a) KTC will allow early termination of Your sub-lease.
- (b) You are to contact KTC to negotiate:
- the timing of the end of Your sub-lease
 - payment of outstanding rent, fees and charges
 - removal, sale or disposal of any of Your assets,
 - repair of any damage or modifications to KCA (sites, buildings or other facilities).

2.8. Return of Premises

- (a) If Your sub-lease ends or You or KTC terminate the sub-lease early, You are to vacate KCA and either:
- at Your expense, remove all assets, restore any modifications you have made to the airport facilities, remove all rubbish, and leave the airport spaces in good order, or
 - negotiate settlement for the assets not removed, modifications not restored, and rubbish left behind, with KTC.

3. Airport Spaces, Facilities & Services

3.1. Currency of Rents, Fees and Charges

- (a) All rents, fees and charges are set out in the '[KTC Fees and Charges](#)' booklet. The rents, fees and charges listed in this document are indicative and current as at 2019/20. You will be charged at the prevailing rate applicable.

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

3.2. Aircraft Parking Spaces

- (a) There are **Xxx** permanent aircraft parking spaces sub-leased to You. If You require additional permanent parking (longer than seven days) for Your aircraft, You are to liaise with KTC to make arrangements.
 - (i) The aircraft parking spaces are generic (You can park in any of them).
 - (ii) The Permanent Aircraft Parking fee is \$177.68 per month, or part thereof.
 - (iii) An additional fee of \$5.69 per 1,000kg, per day or part thereof, will be charged for aircraft rated at over 5,700kg.
 - (iv) Permanent Aircraft Parking fees are administered by KTC. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (b) The following aircraft are those that you will use at KCA (please write the VH-#s):
.....

3.3. Airside Storage

- (b) You are granted permission to store **Xxx** on the **Xxx** Apron, only under the following conditions, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (i) The **Xxx** is treated as **Xxx** item(s).
 - (ii) The airside storage space fee is \$50 per item stored per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) You must store the item securely and only in the area marked on the Apron for this purpose. This is a shared space and You must not store anything else in this space.
 - (iv) You are required to maintain and keep the space in good order.

3.4. Ground Handling Services

- (a) You are to contact KTC if You require any ground handling services:

3.5. Security Access

- (a) You are to contact KTC to arrange security/air-side access passes.

3.6. Hangar

- (a) A hangar is sub-leased to You:
 - (i) This area is marked on the diagrams in Annex A, as **# Xxx**. This area is approximately **Xxx m²**.
 - (ii) The hangar site fee is \$2.10 per m², per month or part thereof. This amounts to **\$ Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) The operation of the hangar is at Your own risk. You are to have appropriate insurances, including cover for the building, as well as third party and public liabilities.
 - (iv) This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (v) You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (vi) Any alternations you wish to make to the hanger are at Your own expense. You will need RAAF and KTC approval before any work undertaken. You are to ensure the design and construction of any works conform to all aviation, planning, building and safety legislation.

3.7. Exclusive Hard-Stand Area

- (a) An exclusive hard-stand area is sub-leased to You:

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

- (i) This area is marked on the diagrams in Annex A, as **# Xxx**. This area is approximately **Xxx m²**.
- (ii) The hard-stand area fee is \$1.38 per m², per month or part thereof. This amounts to **\$ Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (iii) Operations upon the hard-stand area are undertaken at Your own risk. You are to have appropriate insurances, including cover for accident and personal injury, plant and equipment that operate in the area, as well as third party and public liabilities.
- (iv) This space is for Your exclusive use, including providing space for Your customers to operate within. It is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (v) You are to maintain the area and keep it in good order, including line markings, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7). Should the Aerodrome Reporting Officer deem your area (or part thereof) to be unserviceable, You are to undertake necessary actions to restore it to serviceability as soon as practicable. No operations are to occur in an unserviceable portion.

3.8. Terminal Space

3.8.1. Counters & Storage

- (a) A counter and storage space in the terminal is sub-leased to You:
 - (i) This area is marked on the diagrams in Annex A, as **# Xxx**.
 - (ii) The counter and storage space fee is \$200 per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) You are required to maintain and leave the counter space in good order, including the display of advertising material, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (b) You are being granted permission to access and use a shared counter and storage space in the terminal:
 - (i) This area is marked on the diagrams in Annex A, as **# Xxx**.
 - (ii) The shared counter and storage space fee is \$50 per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) You are required to maintain and leave the counter space in good order, including the display of advertising material, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iv) You are permitted to secure a drop-box for the return of vehicle keys to this shared counter space. You are to contact KTC to negotiate the size, materials and construction of the box. The cost of making and positioning the box is to be at Your expense.

3.8.2. Baggage Handling Area

- (a) You are being granted permission to access and use the Baggage Handling Area:
 - (i) This area is marked on the diagrams in Annex A.
 - (ii) The fee to use the baggage handling area is \$50 per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) You are required to maintain and leave the baggage handling area in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

- (b) You are granted permission to store **Xxx** in the Baggage Handling Area, only under the following conditions, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (i) The **Xxx** is treated as **Xxx** item(s).
 - (ii) The fee to store items in the baggage handling area is in addition to the fee to use the baggage handling area.
 - (iii) The fee to store items in the baggage handling area is \$50 per item per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iv) You must store the items securely and in such a way as to not impede the use of this area by other KCA Users.
 - (v) You are not to store any dangerous items in the Baggage Handling Area.
 - (vi) You are required to maintain and keep the baggage handling area in good order.
 - (vii) KTC takes no responsibility for loss or damage to any of the baggage handling equipment You store on site.

3.8.3. Office Space

- (a) An area is sub-leased to You for use as an office space:
 - (i) This area is marked on the diagram in Annex A, as # **Xxx**. This area is approximately **Xxx m²**.
 - (ii) The fee to use this space as an office is \$20 per m², per month or part thereof. This amounts to \$ **Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) You are to organise the cleaning and maintenance of this space, at Your expense.
 - (iv) This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).

3.9. Warehouse Building

- (a) An area in the Warehouse Building, is sub-leased to You:
 - (i) This area is marked on the diagrams in Annex A, as # **Xxx**. This area is approximately **Xxx m²**.
 - (ii) The fee for this area is \$10 per m², per month or part thereof. This amounts to \$ **Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (b) In respect to areas sub-leased to You:
 - (i) Areas in the Warehouse Building are only to be used for long term storage. This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (ii) Fit-out of the space, is at Your own expense. You are to ensure the design and construction conform to all aviation, planning, building, and safety legislation.
 - (iii) All items must be stored in a safe and secure manner and no flamable, volatile or explosive goods are to be stored.
 - (iv) Your operations and activities within the space, are at Your own risk. You are to have appropriate insurances, including cover of damage to the building, as well as third party and public liabilities.
 - (v) You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

3.10. Sites

- (a) A site is sub-leased to You for the specific purpose of placement of Advertising.
- (i) This area is marked on the diagram in Annex A, as # **Xxx**
 - (ii) The site fee for this purpose is \$10 per m², per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) All works involved in the installation of the machine, its operation, and maintenance, is at Your own expense. You are to ensure the arrangements conform to all aviation, planning, building and safety legislation. You will need to contact the ARO to confirm installation and other arrangements are suitable.
 - (iv) All advertising is to be decorous and respectful of equity groups. You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (v) The construction and operation of the facility is at Your own risk. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities.
 - (vi) All advertising is to be restricted to Your own commercial operations and not be of a political, religious, or offensive nature, nor bring the KCA or KTC into disrepute. This space is not to be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (vii) Should Your sub-lease terminate, You are to make arrangements with the ARO to remove the facility, or to negotiate its sale to other tenants, or to negotiate its purchase by KTC (refer to Your Schedule #2.7 & 2.8).
- (b) A site is sub-leased to You for the specific purpose of Fuel Depot.
- (i) This area is marked on the diagrams in Annex A, as # **Xxx**. This area is approximately **Xxx** m².
 - (ii) The site fee for this purpose is \$1.38 per m², per month or part thereof. This amounts to **\$ Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) All construction is at Your own expense. You are to ensure the design and construction conform to all aviation, planning, building and safety legislation. You will need RAAF and KTC approval before construction begins.
 - (iv) The construction and operation of the facility is at Your own risk. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities. You are to have appropriate insurance cover against any environmental damage caused as a result of the operations of Your business.
 - (v) You must comply with all Environmental Protection laws and regulations and have any required Environmental Protection Licences and authorities to operate your business.
 - (vi) You are to clean up and make good any environmental damage, related to the operation of Your business, at Your expense.
 - This includes dealing with any NTEPA Directions or Fines, at Your expense.
 - If there is a third party at fault, You are still deemed responsible for the 'clean up and make good,' and are to pursue any claims of compensation from that third party at Your expense.
 - (vii) You are to otherwise maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (viii) This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (ix) Should Your sub-lease terminate, You are to make arrangements with KTC to:

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

- remove the facility or negotiate its sale to other tenants or KTC (refer to Your Tenancy Schedule #2.7 & 2.8).
 - clean up and make good any environmental degradation that has been caused as a result of the operation of your business on the site.
- (c) A site is sub-leased to You for the specific purpose of Hangar.
- (i) This area is marked on the diagrams in Annex A, as **# Xxx**. This area is approximately **Xxx m²**.
 - (ii) The site fee for this purpose is \$1.38 per m², per month or part thereof. This amounts to **\$ Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) All construction is at Your own expense. You are to ensure the design and construction conform to all aviation, planning, building and safety legislation. You will need RAAF and KTC approval before construction begins.
 - (iv) You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (v) The construction and operation of the facility is at Your own risk. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities.
 - (vi) This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (vii) Should Your sub-lease terminate, You are to make arrangements with KTC to remove the facility, or to negotiate its sale to other tenants, or to negotiate its purchase by KTC (refer to Your Tenancy Schedule #2.7 & 2.8).
- (d) A site is sub-leased to You for the specific purpose of Offices.
- (i) This area is marked on the diagrams in Annex A, as **# Xxx**. This area is approximately **Xxx m²**.
 - (ii) The site fee for this purpose is \$1.38 per m², per month or part thereof. This amounts to **\$ Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) All construction is at Your own expense. You are to ensure the design and construction conform to all aviation, planning, building and safety legislation. You will need RAAF and KTC approval before construction begins.
 - (iv) You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (v) The construction and operation of the facility is at Your own risk. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities.
 - (vi) This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (vii) Should Your sub-lease terminate, You are to make arrangements with KTC to remove the facility, or to negotiate its sale to other tenants, or to negotiate its purchase by KTC (refer to Your Tenancy Schedule #2.7 & 2.8).
- (e) A site is sub- leased to You for the specific purpose of Storage of Chemicals and Dangerous Items.
- (i) This area is marked on the diagram in Annex A, as **#Xxx**. It includes the 'foot-print' of the storage structure and an additional 3 metres perimeter on all sides. This area is approximately **Xxx** m².
 - (ii) The site fee for this purpose is \$1.38 per m², per month or part thereof. This amounts to **\$Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

- (iii) All construction is at Your own expense. You are to ensure the design and construction conform to all aviation, planning, building and safety legislation. You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your lease (refer to User Conditions #8).
- (iv) The construction and operation of the facility is at Your own risk. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities.
- (v) There is to be no electricity or gas connected to the facility.
- (vi) There is to be no water or sewerage connected to the facility.
- (vii) In respect to the items stored in the facility:
 - Items are to be stored, handled and used in accordance with EPA guidelines, KCA's Environmental Management Plan, and any other appropriate regulatory authority's requirements.
 - You must maintain an up-to-date Register of all items that are stored in the facility.
 - You must have Material Safety Data Sheets for all hazardous items stored in the facility.
 - The facility is to be kept secure at all times.
 - Persons authorised to have access to the facility are to be included in the Register.
 - You are to facilitate inspection of the Register and facility, by the Airport Reporting Officer, upon request.
- (viii) Should Your lease terminate, You are to
 - remove all items from the facility in an appropriate and safe manner.
 - make arrangements with the Airport Reporting Officer to remove the facility, or to negotiate its sale to other tenants, or to negotiate its purchase by KTC (refer to User Conditions #3.6).
- (f) A site is sub-leased to You for the specific purpose of placement of Vending Machine.
 - (i) This area is marked on the diagram in Annex A, as # **Xxx**
 - (ii) This Vending Machine is for the supply of **Xxx**.
 - (iii) This space is not to be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iv) The site fee for this purpose is \$80 per site, per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (v) All works involved in the installation of the machine, its operation, and maintenance, is at Your own expense. You are to ensure the arrangements conform to all aviation, planning, building and safety legislation. You will need to contact the ARO to confirm installation and other arrangements are suitable. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities.
 - (vi) You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (vii) Should Your sub-lease terminate, You are to make arrangements with the ARO to remove the facility, or to negotiate its sale to other tenants, or to negotiate its purchase by KTC (refer to Your Schedule #2.7 & 2.8).
- (g) A site is sub-leased to You for the specific purpose of **Xxx**.
 - (i) This area is marked on the diagrams in Annex A, as # **Xxx**. This area is approximately **Xxx m²**.
 - (ii) The site fee for this purpose is \$1.38 per m², per month or part thereof. This amounts to **\$ Xxx** per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).

Schedule for **Xxx** to Use Katherine Civil Airport, Facilities and Services

- (iii) All construction is at Your own expense. You are to ensure the design and construction conform to all aviation, planning, building and safety legislation. You will need RAAF and KTC approval before construction begins.
- (iv) You are to maintain the facility and keep it in good order, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (v) The construction and operation of the facility is at Your own risk. You are to have appropriate insurances, including cover for any buildings or damage to buildings, as well as cover for third party and public liabilities.
- (vi) This space is not be used for any other purpose, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
- (vii) Should Your sub-lease terminate, You are to make arrangements with KTC to remove the facility, or to negotiate its sale to other tenants, or to negotiate its purchase by KTC (refer to Your Tenancy Schedule #2.7 & 2.8).

3.11. Secure Car Parking

- (a) A General Car Parking Space is sub-leased to You for your exclusive use:
 - (i) This area is marked on the diagrams in Annex A, as **# Xxx**.
 - (ii) The fee is \$10 per car parking space, per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iii) You are provided exclusive use of this car park.
 - (iv) You are permitted to erect signage delineating your exclusive use to this car park. Such signage must comply with any applicable road rules or by-laws, and be of a responsible and decorous nature. You are responsible for keeping Your signage in good order.
 - (v) All concerns regarding the policing of Your car park are to be directed to KTC. You are not empowered to take any unilateral action against others accessing Your car park.
- (a) A Secure Car Parking Space is sub-leased to You:
 - (i) This area is marked on the diagrams in Annex A, as **# Xxx**.
 - (ii) This area is airside and You are to ensure compliance with all airside vehicle access and operating requirements.
 - (iii) The fee is \$10 per car parking space, per month or part thereof. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7).
 - (iv) You are provided exclusive use of this car park.
 - (v) You are permitted to erect signage delineating your exclusive use to this car park. Such signage must comply with any applicable road rules or by-laws, and be of a responsible and decorous nature. You are responsible for keeping Your signage in good order.
 - (vi) All concerns regarding the policing of Your car park are to be directed to KTC. You are not empowered to take any unilateral action against others accessing Your car park.

3.12. Utilities

- (a) Electricity Charges.
 - (i) Where you use the Terminal building, or any other area that is not separately metered, you will be required to contribute to electricity costs for lights, airconditioning and fans, as well as cleaning equipment, phone charging and other incidental usage.
 - (ii) The nominal electricty charge is \$4 per month. Invoices for metered and nominal electricity charges are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7). This charge will be listed in

Schedule for **Xxx to Use Katherine Civil Airport, Facilities and Services**

KTC's Fees and Charges booklet. If you are charged for this fee, it will be listed on your itemised bill.

- (b) Water and Sewerage Charges.
 - (i) There is no metering for water and sewerage. All Tenants will be required to contribute to the costs of supplying water and maintaining sewerage services.
 - (ii) This charge is \$1 per month. Invoices are to be paid within 30 calendar days of date of issue, or You will be deemed to be in breach of Your sub-lease (refer to General User Conditions #7). This charge will be listed in KTC's Fees and Charges booklet. It will be listed on your itemised bill.

4. Financial Terms

4.1. Schedule of Charges

- (a) All rents, fees and charges are set out in the 'KTC Fees and Charges' booklet, which is annually reviewed and updated. You will be charged at the prevailing rate applicable.
- (b) Any charges You incur for Your use of KCA, which are not included in or covered by or are varied from those in the 'KTC Fees and Charges' booklet, will be recorded in clause 2.6 of this Tenancy Schedule.

4.2. Invoices and Payments

- (a) You will be billed **monthly** and provided with an itemised invoice.
- (b) Any increases in charges will be explained (ie CPI increase, annual review, etc).
- (c) Invoices are to be paid within 30 calendar days of date of issue.
- (d) You are to contact KTC to arrange alternative payment options, such as advance annual payments.

4.3. Bank Guarantee

- (a) You are required to provide Katherine Town Council the following Bank Guarantee, as security for Your use of the airport, facilities and service.

(i)

Bank Guarantee	\$ Xxx
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5. Insurance

- (a) You are to demonstrate that You have appropriate insurance policies as set out below:

	Type	Insurer	ABN	Policy #	Insured Amt (\$)	Exclusions	Expiry Date
(i)	Public Liability				20,000,000		
(ii)	Worker's Compensation						
(iii)							

6. Statutory & Regulatory Compliance

- (a) You are to demonstrate that You have appropriate Licences and Approvals as set out below:

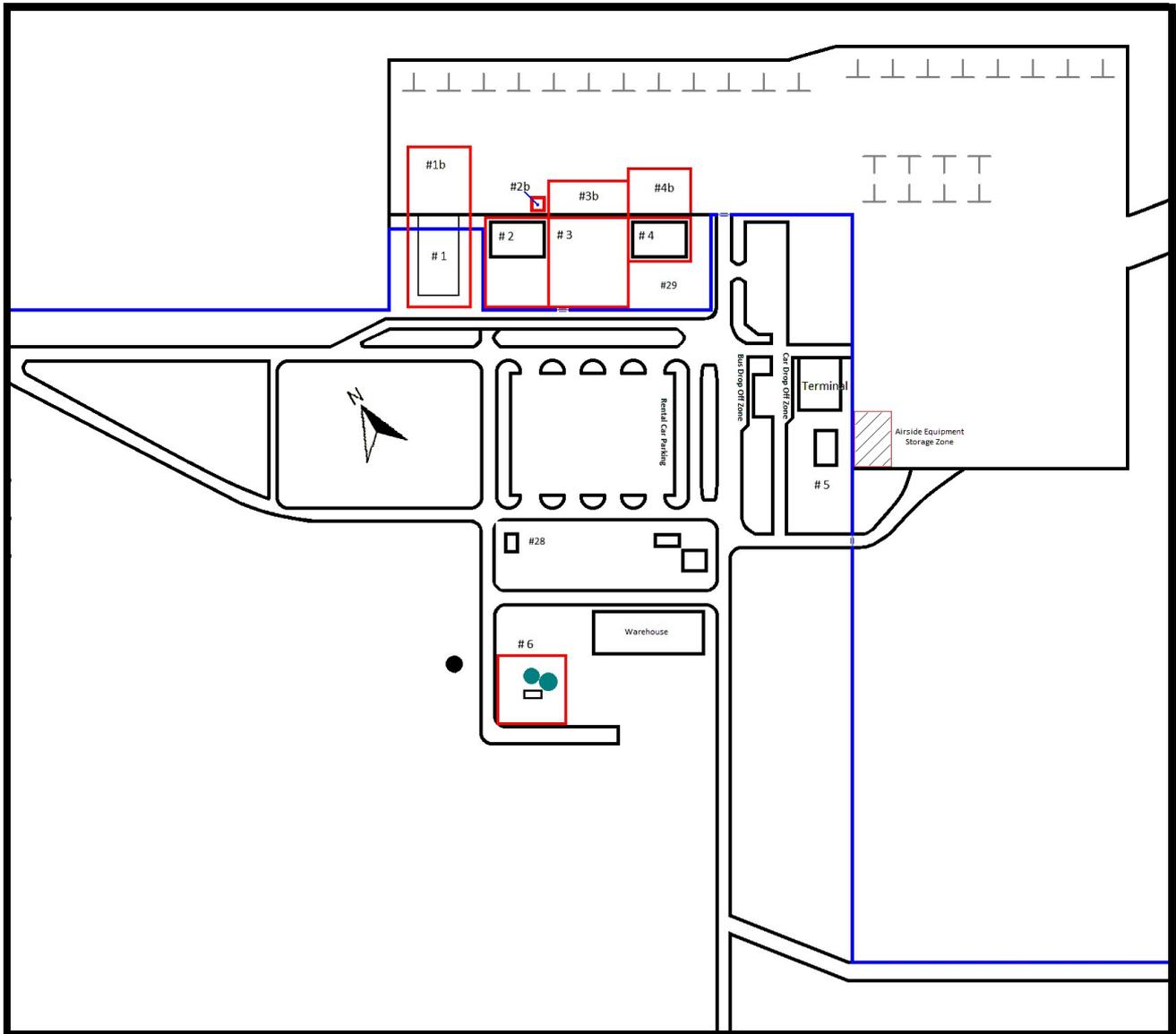
	Type	Authority	Conditions	Expiry Date
(i)	Aviation Op	CASA		
(ii)	Building Permit	Appropriate Authority		
(iii)				

7. Breaches by the Tenant

- (a) Where You are in breach of any part of Your Sub-lease, including the General Conditions and Your Tenancy Schedule:
 - (i) You will be charged an administrative, cost recovery fee for 'Management of Breach', of \$120 per event. This amount is a genuine pre-estimate of the costs involved in KTC's administration and financial staff dealing with the breach.
- (b) Failure to clear the breach or pay any outstanding charges, within 60 calendar days of notice being issued, will be reported to CASA.

Annexure A

Fig 1 - Katherine Airport Site Map



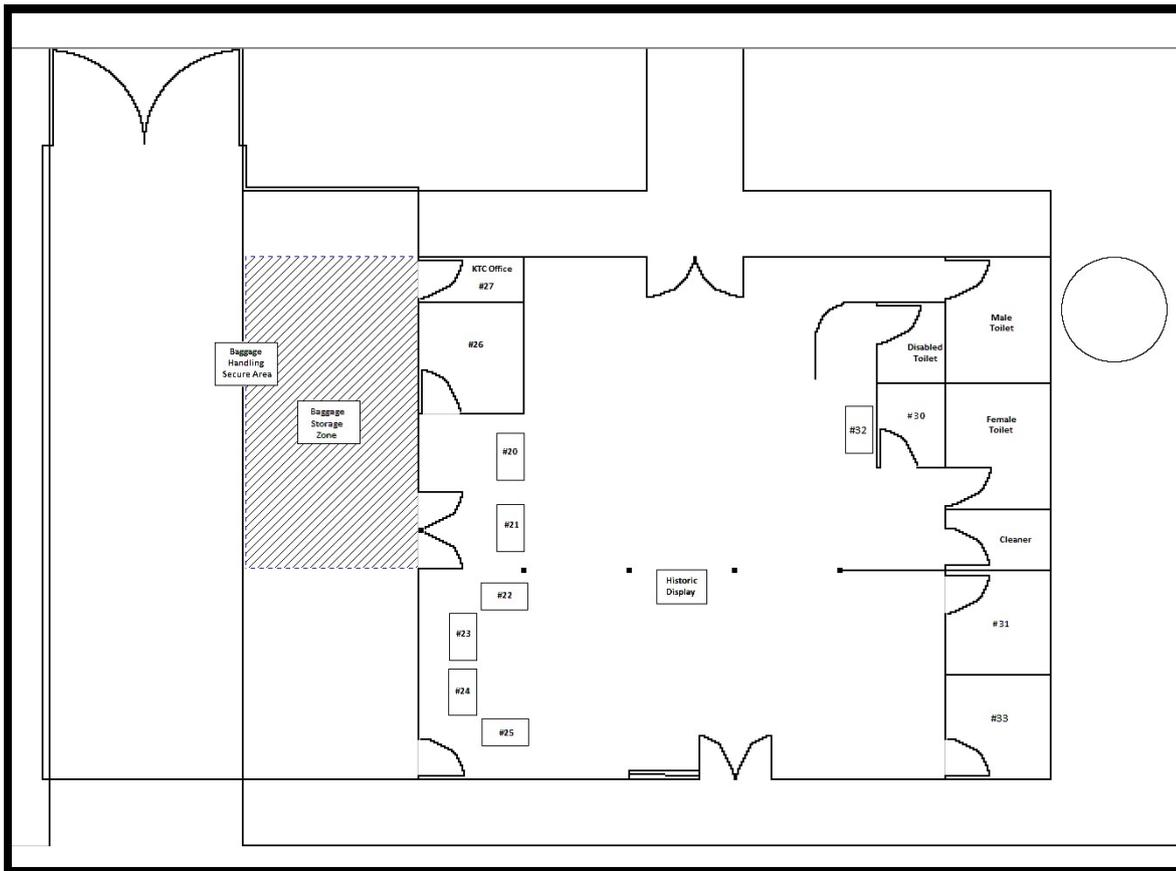
- #1 - Fuel Store Site - Viva Energy
- #1b - Exclusive Hard Stand - Viva Energy
- #2 - Hangar Site - Top End Medical Retrieval Services / Careflight
- #2b - Exclusive Hard Stand - Viva Energy
- #3 - Hangar Site - Katherine Aviation
- #3b - Exclusive Hard Stand - Katherine Aviation
- #4 - Hangar - ChartAir
- #4 b - Exclusive Hard Stand - ChartAir
- #5 - Office Site - Konrad Bettison
- #6 - Aviation Equipment Site - Air Services Australia
- #28 - Dangerous Goods Storage Site - Katherine Aviation
- #29 - Vacant

Fig 2 - Katherine Warehouse Building Map



- #7 - Storage - Vacant
- #8 - Storage - Vacant
- #9 - Storage - Vacant
- #10 - Storage - Viva Energy
- #11 - Storage - KTC
- #12 - Storage - KTC
- #13 - Storage - Vacant
- #14 - Storage - NT Friendship and Support
- #15 - Storage - Vacant
- #16 - Storage - Katherine Aviation
- #17 - Storage - Katherine Aviation
- #18 - Storage - Katherine Aviation
- #19 - Storage - Vacant

Fig 3 - Katherine Terminal Building Map



- #20 - Counter & Storage - Katherine Aviation
- #21 - Counter & Storage - Shared - Thrifty / Hertz
- #22 - Counter & Storage - Vacant
- #23 - Counter & Storage - ChartAir
- #24 - Counter & Storage - Vacant
- #25 - Counter & Storage - Vacant
- #26 - Office Space - Katherine Aviation
- #27 - Office Space - KTC
- #30 - Office Space - Airnorth
- #31 - Office Space - To be constructed
- #32 - Vending Machine - Katherine Vending NT
- #33 - Office Space - To be constructed