



CONDITIONS OF USE

CAMDEN AIRPORT

EFFECTIVE 1 JULY 2025

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IMPORTANT INFORMATION

This is an important legal document:

By using Camden Airport, you agree to these Conditions of Use. You are bound by the terms and conditions of this document. All users, owners and operators at Camden Airport are required to read and comply with this document.

The Airport Lessee Company and Airport Operator is Camden Airport Pty Limited (ACN 083 058 637; ABN 50 083 058 637), trading as AERIA MANAGEMENT GROUP (AMG). Reference in this document to we, us, our, Airport Lessee Company, Airport Operator, AMG or CAPL refer to Camden Airport Pty Limited.

All references to “the airport” refer to Camden Airport.

Conditions of Use

Camden Airport

1 Conditions

- 1.1 These Conditions of Use govern the use of the Facilities and Services at the airport. By using any of the Facilities and Services at the airport, you accept these Conditions of Use.
- 1.2 These Conditions of Use are effective from 1 September 2024 and will remain current until AMG amends the document or waives the Conditions of Use in writing. All previous Conditions of Use are rescinded with effect from 1 July 2025.
- 1.3 AMG may vary, replace or withdraw these Conditions of Use by giving reasonable notice. Acceptance of any such variation or replacement will be deemed by the continued use of the Facilities and Services. This notice will be provided by publication on our website.
- 1.4 These Conditions of Use are also available on our website.
- 1.5 Certain terms or words used in this document and the attached schedules are explained in clause 19.
- 1.6 These Conditions of Use also apply to all registered aircraft, including internationally registered, Recreational Aviation, non-powered, ultra-light and balloon aircraft. All foreign-registered aircraft must obtain prior approval from AMG before operating at the airport by emailing aviation@aeria.co. This will allow AMG to organise any special requirements on request. AMG reserves the right to apply any further charges as applicable.

2 General Information

- 2.1 Notify AMG by one of the following means:
 - (a) by Mail: General Manager Aviation
AERIA MANAGEMENT GROUP
16A AIRPORT AVENUE
BANKSTOWN AERODROME
NSW 2200
 - (b) by E-mail: aviation@aeria.co

- 2.2 Tax invoices and statements will be sent to the registered operator at the address last notified AMG, or to the registered address of the aircraft on the Civil Aviation Safety Authority (CASA) or Recreational Aviation Australia (RAAUS) aircraft register. Unless a notice of alternative address is provided, AMG is entitled to serve any originating process at the registration holder's address on the CASA or RAAUS aircraft register. The registration holder is responsible for ensuring the registered operator provides AMG with contact details for aeronautical charges.
- 2.3 If no registered address is listed in the CASA or RAAUS aircraft register or your aircraft is not registered, AMG is entitled to serve any originating process by affixing the originating process to any aircraft owned or operated by you at any airport in the Commonwealth of Australia.

3 Using our Facilities and Services

- 3.1 When using the airport Facilities and Services, you must comply with:
- (a) these Conditions of Use;
 - (b) any operational requirements of the airport, as published in ERSAs and NOTAMs;
 - (c) all applicable Legislation, which includes the *Airports Act 1996*, the *Airports Regulations 1997* and all relevant civil aviation, environmental and work, health and safety legislation;
 - (d) any other AMG policies, conditions, instructions, orders or directions reasonably necessary for the day to day operation of the airport as may be published by the airport;
 - (e) such further information requests as are reasonably requested in relation to the use of the Facilities and Services;
 - (f) local flying restrictions; and
 - (g) all relevant directions by the Civil Aviation Safety Authority of Australia, Airservices Australia and the Commonwealth Department of Infrastructure, Transport, Regional Development, Communications and Arts.
- 3.2 You must not do anything that causes AMG to breach any Legislation.
- 3.3 You accept that:
- (a) access to AMG Facilities and Services is non-exclusive and subject to the demands of other users of the airport;
 - (b) use of the airport may be constrained by Legislation;
 - (c) AMG is not responsible for the security of aircraft or your property;
 - (d) boats, caravans, motorhomes, motorbikes, pushbikes, scooters, and skateboards are not permitted on airside areas;
 - (e) smoking and vaping is not permitted in any airside area;
 - (f) high-visibility apparel (e.g. vest or shirt) must be worn by aircrew or maintenance personnel when airside on a taxiway, apron, within an aircraft parking area, or in the manoeuvring area;
 - (g) Aircrew are responsible for providing the safe passage of passenger movements in airside areas
 - (h) aviation equipment stored airside must be enclosed within an authorised Equipment Storage Area. Charges will apply for equipment stored in unauthorised areas;
 - (i) pet animals are not permitted airside unless they are in a fit for purpose carrier container or on a lead. Assistance animals, such as guide dogs, are permitted in airside areas provided they are restrained and controlled by an approved handler.
 - (j) an Authority to Use Airside (AUA) is required for any vehicle being driven airside;
 - (k) an Authority to Drive Airside (ADA) is required to drive any vehicle airside, unless escorted in accordance with the Airside Driver Handbook; and
 - (l) landing an aircraft over 5,700kg MTOW requires the prior submission and approval of a Pavement Concession Application.

4 Regular Public Transport Operations

Due to the complexity of Regular Public Transport Operations, RPT services will be subject to a separate agreement.

5 Charges

5.1 You are required to pay charges for using our Facilities and Services.

5.2 The charges contained in Schedules A and B of this document pertain to the use of Camden Airport only. Charges that pertain to the use of Bankstown Airport are separate from Camden Airport and are contained in the document entitled "Camden Airport Conditions of Use". There are no standing shared charges between Bankstown Airport and Camden Airport.

5.3 The number of charges payable will be calculated in accordance with Schedule A attached to these Conditions of Use, as varied from time to time. By using our Facilities and Services, you agree to pay the charges applicable at the time of use.

5.4 The charges are payable in Australian dollars only, unless agreed otherwise by prior arrangement in writing with Airport Management.

5.5 Tax invoices will be accessed via the Avdata Members Portal as they appear on CASA or RAAUS records for payment. You are required to provide full details of your address, name, contact details and ABN (if applicable) if requested by Avdata or AMG.

5.6 The charges detailed in each tax invoice must be paid using the details within the tax invoice, within thirty (30) days of the date on the tax invoice, by approved methods listed on the Avdata website Avdata.com.au or 1800 020 132

5.7 AMG may vary any of the charges by giving you reasonable notice of the variation in charges by notification in a statement and via the AMG website <https://aeria.co>, and where appropriate, by other forms. Before varying the charges, AMG will make reasonable efforts to notify users of the airport.

6 Failure to pay on time

6.1 Failure to pay the charges in accordance with paragraph 5 above may result in one or more of the following:

- (a) Interest is charged from the date charges become due and payable at the interest rate – see 19.1.
- (b) You are liable for our reasonable costs in relation to debt recovery– see 13.3.
- (c) We may refuse permission to allow any or all of your aircraft to use the Facilities and Services at the airport.
- (d) We reserve the right to use reasonable means to detain any aircraft pursuant to a specific lien until you have paid all charges, interest and other costs related to these charges.
- (e) We issue a notice to you directing you to remove any or all of your aircraft from the airport. Failure to comply with such notice within 21 days of the issuing notice, AMG may:
 - (i) Take action to remove your Aircraft from the airport and add the costs associated with the removal to the amount owing;
 - (ii) Deem the Aircraft to have been abandoned and treat the title to the Aircraft as having been irrevocably transferred to AMG;
 - (iii) commence proceedings against you for all monies due and payable; or
 - (iv) Take any other action to recover any amounts you owe us as permitted by law.

6.2 You are not entitled to set-off any amounts owing to AMG against, or make any deduction in relation to, the charges for using the Facilities and Services.

6.3 AMG reserves the right to refer your debt to a collection agency to take recovery action and report your payment default to a credit reporting body.

7 Failure to comply with these Conditions of Use

- 7.1 AMG may provide you with 21 days written notice requiring compliance where you fail to comply with these Conditions of Use, in addition to AMG's rights pursuant to clause 6 and subject to our legal obligations. If you do not comply with such notice, AMG retains the right to withdraw permission to use Facilities and Services at the Airport.
- 7.2 Failure to comply with any Work Health and Safety, environmental, safety or security Legislation or other requirements of the Airport, AMG may give you notice to comply immediately and report the breach to the appropriate Commonwealth or State Authority.

8 Dispute Resolution

- 8.1 Any disputes regarding charge(s) should be notified to the General Manager of Aviation, aviation@aeria.co, in writing within 21 days of receiving a tax invoice or demand from AMG. In the case of a dispute, any undisputed amounts or portions are to be paid within the time required by the invoice.
- 8.2 Where insufficient information is provided, AMG may contact you to obtain further clarification.
- 8.3 AMG will notify you in writing of the determination of the dispute. Where you disagree with the determination, you must notify AMG in writing within seven (7) days, otherwise, AMG will consider the dispute resolved. Where payment of a withheld amount is required, and the dispute is resolved, this payment must be made within the reasonable timeframe specified by AMG in writing.
- 8.4 Acting reasonably, AMG reserves the right to refer a dispute to an alternative dispute resolution process or to an independent arbitrator to source a binding determination.

9 Relocation of Aircraft

- 9.1 Acting reasonably, AMG may direct you, verbally or in writing, to:
 - (a) move your aircraft, property or equipment to another location at the airport; and/or
 - (b) remove your aircraft, property or equipment from the airport.

The above requests will be at your cost and within a specified timeframe. The timeframe will be a period that we consider, in all the circumstances, to be reasonable.
- 9.2 If you do not comply with AMG's direction within the timeframe specified in the direction, AMG may, (utilising the appropriate maintenance, repair and overhaul resources) move the aircraft, property or equipment and:
 - (a) you must pay all reasonable costs to relocate the aircraft, property or equipment and any costs incurred by AMG as a result of having the aircraft moved to a location suitable to the airport; and
 - (b) you indemnify AMG, AMG officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with direction except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, or any of our officers, agents or employees.

10 Sale of Aircraft

- 10.1 Where any undisputed charge is not paid within 90 days, AMG may:
 - (a) Issue a notice in writing directing that you remove your aircraft (or any part thereof) from the airport and if you fail to comply within 21 days of the date of such notice, we may remove the aircraft (or any part thereof) from the airport, adding costs for removal to the costs owed to AMG; and/or
 - (b) By separate notice to you in writing, deem the aircraft (or any part thereof) to have been abandoned, and AMG may, acting reasonably and subject to our legal rights to do so, sell or otherwise dispose of the aircraft (or any part thereof) to recover the outstanding amount together with interest, costs and administration fees.
 - 10.2 Where AMG elects to lawfully sell or otherwise dispose of an aircraft in accordance with these Conditions of Use, you agree that AMG is entitled to elect the method of such sale or disposal.
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- 10.3 AMG will not be liable for any loss or liability you incur in connection with AMG exercising its right of sale under these Conditions of Use.
- 11 **Airport closed or services unavailable**
- 11.1 AMG will endeavour to keep the Facilities and Services at the airport available for use, subject to any reasonable requirements AMG may have for operational purposes, maintenance and/or new development, or any other events beyond reasonable control.
- 11.2 When required, AMG will notify you if Facilities and Services at the airport are unavailable. This is subject to clauses 3 and 14.
- 11.3 If, at any time, safety or operational requirements demand that any of the Facilities and Services be made wholly or partly unavailable, AMG will use reasonable endeavours to identify alternative facilities and services which might be available for use. The use of such alternative facilities or services shall be at individual discretion.
- 12 **Services not provided by AMG**
- 12.1 AMG does not provide:
- (a) security services for aircraft, building, motor vehicle or such assets;
 - (b) terminal services;
 - (c) rescue and firefighting services;
 - (d) en route services (published by Airservices)
 - (e) meteorological services;
 - (f) hangar facilities unless pre-agreed in writing;
 - (g) quarantine waste disposal, customs or immigration services; or
 - (h) apron services other than allocating aircraft parking bays.
- AMG do not charge fees for these services or fees for other services provided that are outside the scope of these Conditions of Use.
- 13 **Release and indemnity**
- 13.1 AMG are not liable for, and you indemnify AMG, its officers, employees and agents from and against all claims, actions, liabilities and losses, including those arising from, and any costs, charges and expenses incurred in connection with:
- (a) loss of or damage to any property, including any damage your aircraft may cause to our property;
 - (b) any loss suffered because the airport or any part of the airport is closed or any Facilities and Services are unavailable;
 - (c) any loss suffered, (including any claim from a third party) because of delays in the movement or scheduling of your aircraft;
 - (d) any costs we incur in detaining any of your aircraft under clause 6.1(d),
 - (e) injury, disease or death to any person; or
 - (f) breach of any Legislation;
- caused by or contributed to by your (or your employee's agents or invitees) act, negligence, or default, except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, or any of our officers, agents or employees.
- 13.2 AMG shall not be liable to you (or to any party claiming through you) for any consequential loss, injury or damage you suffer in connection with your use of the airport.
- 13.3 Additionally, you agree to indemnify AMG for any reasonable costs we may incur in the recovery of a debt due and payable by you, on a full indemnity basis, including but not limited to, court costs and filing fees, legal fees and disbursements, the costs of any necessary service provider and airport administration costs.

14 Insurance

- 14.1 Before using the airport Facilities and Services, you must have adequate aviation liability insurance and public liability insurance (having regard to the nature and scale of your operations at the airport) in connection with your use of the airport.
- 14.2 The insurance policies you take out and maintain under this clause 14 must:
- (a) Be taken out with reputable insurers, whose ordinary business includes insurances of the type required by this clause;
 - (b) Insure against all claims which may be brought against either you or AMG for personal injury (including death) and/or damage to property arising out of the use of the aircraft by you or any other party you authorise to use the aircraft; and
 - (c) must not include any unusual exclusions, endorsements or qualifications, having regard to the insurances normally maintained by an aircraft operator carrying out operations of the nature and scale of yours.
- 14.3 You must notify us of any event occurring in connection with your use of the airport that will or may give rise to a claim.
- 14.4 You must produce evidence, when reasonably requested, showing that your insurance policy taken out in accordance with clause 14.1 is in force.
- 14.5 If you fail to insure as required by this clause, AMG may deny your aircraft use of the airport until you demonstrate that such insurance is in force.
- 14.6 The sum insured in accordance with clause 14.1 is not the limit of your liability but merely a reasonable amount of insurance which you are required to maintain.

15 Exclusion of Warranties

- 15.1 AMG does not make any representation or warranty in connection with the use of the airport, and we exclude all implied warranties that can be excluded to the greatest extent allowable by law.
- 15.2 If a warranty or condition is implied in these Conditions of Use under any Legislation in connection with any services provided, it can be excluded, and AMG excludes it. If such warranty or condition cannot be excluded, then liability for breach of that warranty or condition is limited to:
- (a) the supplying of the services again; or
 - (b) the cost of having the services supplied again.

16 Governing Law

- 16.1 These Conditions of Use are governed by the law of New South Wales.
- 16.2 If AMG commence proceedings to recover a debt pursuant to clause 6, this claim is to be subject to the exclusive jurisdiction of the laws and the Courts of the state of New South Wales.

17 Privacy

- 17.1 AMG collects personal information about aircraft owners and operators from both them and from public records. This information is used in relation to the collection of charges and for administrative purposes. Failure to provide the requested information may mean you will be unable to use the Facilities and Services.

This personal information is disclosed to our professional advisors, government and regulatory authorities and to our corporate group. Collection may be required or authorised under the Airports Act 1996, and the Civil Aviation Act 1988. You authorise AMG to carry out such credit enquiries as necessary and, with your specific consent, may obtain from a credit reporting body a credit report about you

AMG does not disclose any personal information outside Australia. See www.aeria.co for our privacy policy, which contains information on how you can seek access to personal information held about you (if you are an individual), and how complaints about our handling of personal information are dealt with.

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- 18 Personal Property Securities (PPS) Act
- 18.1 Unless a contrary intention appears, words or expressions used in this clause 18 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.
- 18.2 If at any time AMG determines that this agreement (or any of the transactions or events contemplated by or under it) creates a security interest in our favour over any of your personal property (including aircraft), AMG may apply for any registration, or give any notification, in connection with that security interest and you must promptly, upon request, do anything (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:
- (a) provide more effective security over the relevant personal property;
 - (b) ensure that any such security interest in AMG's favour:
 - (i) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
 - (ii) has the priority required by AMG which, unless we agree in writing otherwise, is first priority;
 - (c) enable AMG to prepare and register a financing statement or give any notification in connection with that security interest; and
 - (d) enable AMG to exercise any of our rights or perform any of our obligations in connection with any such security interest or under the PPS Act.
- 18.3 All costs and expenses arising as a result of actions taken by either party pursuant to this clause 18 will be for your account. Within seven (7) days of a written request, you must pay AMG any costs or expenses incurred or to be incurred in connection with clause 18.
- 18.4 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under this agreement, you agree that the following provisions of the PPS Act will not apply:
- (a) section 95 (notice of removal of accession), to the extent that it requires AMG to give a notice to you;
 - (b) section 121(4) (enforcement of security interests in liquid assets – notice to grantor);
 - (c) section 130 (notice of disposal), to the extent that it requires AMG to give a notice to you;
 - (d) paragraph 132(3)(d) (contents of statement of account after disposal);
 - (e) subsection 132(4) (statement of account if no disposal);
 - (f) section 142 (redemption of collateral); and
 - (g) section 143 (reinstatement of security agreement).
- 18.5 Pursuant to section 125(3) of the PPS Act, AMG may delay disposing of, or taking action to retain, the whole or part of the collateral that AMG seize under section 123 of the PPS Act, for as long as AMG see fit in our absolute discretion.
- 18.6 AMG do not need to give you any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.
- 18.7 In addition to and without derogating from any confidentiality obligations of the parties expressly provided for in this agreement or arising at law, neither party will disclose to a person or entity that is not a party to this agreement information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

19 Definitions

- 19.1 Aerodrome is the generic term used to describe facilities intended for aircraft landing, take-off and ground movement. Within the Airports Act 1996, the airport facilities are described as a core at registered airports. Using this glossary, the terms aerodrome and airport should be considered interchangeable.

Aircraft. Is a powered vehicle that is able to fly by being supported by the air.

Bankstown Airport (BAPL). Bankstown Airport LTD, New South Wales, Australia, and includes all hangars, other buildings, roads and other areas and facilities within the boundaries of the airport.

CAPL. Camden Airport Pty Limited (ACN 083 056 464; ABN 23 083 056 464) is the Airport Lessee Company and operator of Camden Airport.

Balloon. A non-power-driven lighter-than-air aircraft.

Camden Airport. Camden Airport, New South Wales, Australia, and includes all hangars, other buildings, roads and other areas and facilities within the boundaries of the airport.

Authority under the Civil Aviation Regulations. For Foreign aircraft, this means the registration of the aircraft on a national register of aircraft other than the Australian Register of Aircraft.

Day. Means 24 hours commencing at midnight.

ERSA. En-Route Supplement Australia.

Facilities and Services. Means aircraft movement, aircraft parking, passenger processing facilities and services and any services provided by the airport generally, including premises at the airport.

Fixed landing charge. is a landing charge applied to an aircraft for each additional full-stop landing on the Day, following the first full-stop landing.

Foreign aircraft. is an aircraft registered on a national register of aircraft other than the Australian Register of Aircraft.

Full Stop Landing. means a landing in which the aircraft comes to a complete stop on the runway taxiway and exits the runway, typically indicating the end of a flight or leg.

Glider. is a non-power-driven aircraft or any aircraft normally described as a powered glider.
Helicopter. A powered rotary turning wing aircraft.

Interest Rate. The interest rate for the purposes of these Conditions of Use is 8.35%.

Legislation. Includes all Commonwealth and State Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or any person or aircraft using it.

MTOW. The maximum take-off weight for an aircraft as specified by the manufacturer.

NOTAM. Notice to Airmen.

Person. Includes a corporation or other organisation, enterprise or partnership, where an aircraft is registered, either the registered owner or the operator of the aircraft, or, alternatively, if it is not registered, to be the owner of the aircraft.

PPS Act. The Personal Property Securities Act 2009.

Registered Owner. is the person or legal entity (e.g. a company, trust, or individual) recorded on the aircraft register as having legal title to the aircraft. This is the person or entity who owns the aircraft in the traditional legal sense.

Registered Operator is the person or organisation responsible for the aircraft's day-to-day operation and maintenance. This may be the owner, but it can also be a different party, such as a lessee or an aviation operator.

Regular Public Transport (RPT) Operations. Is an air service operation where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public and includes any such services which may be diverted from another airport to Bankstown Airport.

Substantial Maintenance Procedures. Are the procedures being carried out on an aircraft by a licensed aircraft maintenance engineer necessary for the safe operation of the aircraft and would normally require a period longer than one day to complete.

Use. Is any use of the airport Facilities and Services, including but not limited to aircraft landing, taking off, taxiing or parking, or offloading or onloading of passengers or cargo.

User of the Facilities and Services either personally or by an agent, employee or by a pilot directed by the user.

You or your means:

- (a) where the aircraft is registered, the owner or operator of the aircraft at the time our Facilities and Services at the airport are used;
- (b) where the aircraft is not registered, the person who we reasonably believe is the owner or operator of the aircraft at the time our Facilities and Services at the Airport are used; and
- (c) Generally, the person who uses the Facilities and Services or their employer or principal.

Where a liquidator, provisional liquidator, receiver, administrator, trustee in bankruptcy or executor ("administrator") is appointed in respect of a person liable for charges, the administrator is personally liable with that person for all charges in respect of each use which occurs during the period of the administrator's appointment.

19.2 The singular includes the plural and the plural includes the singular.

19.3 If you consist of more than one person, then each person is jointly and individually liable under these Conditions of Use with each of the others.

19.4 If any part of these Conditions of Use is unenforceable, these conditions are taken to be modified to remove that part. The rest of these conditions are not affected by that part being removed.

SCHEDULE A

AERONAUTICAL CHARGES CAMDEN AIRPORT

You are required to pay the following charges to use Camden Airport. The charges are GST exclusive.

Table 1: Aircraft

Charge	Unit of charge	Rate
Parking Charge	Each day or part of a day when an aircraft is parked at the airport	\$2.95 per 1,000kg MTOW pro rata
Aircraft Landing Charge	Each full-stop landing of an aircraft at the airport	\$17.28 per 1,000kg MTOW pro rata

Table 2: Gliders and Balloons

Charge	Unit of charge	Rate
Glider Landing Charge	Each glider full-stop landing that takes place at the airport.	\$12.32 per glider
Balloon Daily Charge	Per Day or part of a Day where a Balloon arrives, departs, is parked, or otherwise makes use of the airport	\$102.67 per balloon

Aircraft, or parts of aircraft, that are parked and are not airworthy or serviceable will be charged in the usual manner in accordance with Tables 1 or 2.

SCHEDULE B

AIRSIDE ACCESS AND VEHICLES CHARGES CAMDEN AIRPORT

You are required to pay the following charges for airside access and vehicles at Camden Airport. The charges are GST exclusive.

Airside access and vehicles

Charge	Unit of charge	Rate
Authority to Drive Airside (ADA) – CAT 1 (Glider area))	Per 1 year ADA	\$52.60
	Per 3 year ADA	\$105.20
Authority to Drive Airside (ADA) – CAT 2 (Maneuvering area not included)	Per 1 year ADA	\$110.30
	Per 3 year ADA	\$220.60
Authority to Use Airside (AUA)	Per Vehicle less than 2,000kg	\$121.15
	Per Vehicle more than 2,000kg	\$121.15 plus \$77.05 per 1,000kg pro rata
Airside gate key	Per application fee	\$, \$100 including a \$30 deposit
	Per reissue of lost key	\$ \$150

Aeria Management Group

AERIA

 Bankstown
Airport

 Camden
Airport

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