



Aeronautical Conditions of Use

June 2015

AERONAUTICAL CONDITIONS OF USE

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AERONAUTICAL CONDITIONS OF USE

WELLINGTON INTERNATIONAL AIRPORT (WLG)

1 Conditions of Use

- 1.1 These *Conditions of Use* set out the terms and conditions under which you may use our *Airport* and the *Facilities and Services* at the *Airport*. By using any *Facilities and Services* you agree to be bound by these *Conditions of Use*, as amended from time to time in accordance with clause 1.3.
- 1.2 These *Conditions of Use* take effect from 1 June 2015.
- 1.3 Subject to any applicable *Legislation*, we may change or replace any of these *Conditions of Use* at any time:
- (a) by giving you at least 30 days prior written notice of the change;
 - (b) after consultation with you or *Relevant Industry Bodies* (where required by law, or, where we consider such consultation is desirable in the circumstances);
 - (c) by entering into a variation agreement in writing with you; or
 - (d) with immediate effect if:
 - (i) a change to *Legislation* occurs;
 - (ii) a mandatory direction is issued by any *Authority*; or
 - (iii) to give effect to any specific corrective or preventative action in relation to risks or hazards, to the extent necessary to give effect to such legislative change, direction or action.
- 1.4 These *Conditions of Use* will also be deemed to be varied to the extent necessary to give effect to any restrictions, instructions, directions or orders published from time to time in the *New Zealand Aeronautical Information Publication*.
- 1.5 Italicised terms used in these *Conditions of Use* have the meaning set out in clause 22. Clause 22 also sets out other rules of interpretation relating to these *Conditions of Use*.

2 Using our Facilities and Services

- 2.1 When using our *Facilities and Services* at the *Airport*, you must comply with:
- (a) all *Legislation*, including the Health and Safety in Employment Act 1992 and associated regulations;
 - (b) all directions from any *Authority*;
 - (c) these *Conditions of Use*;

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- (d) the *Operational SOP*;
 - (e) the *Aerodrome Security Programme*;
 - (f) the *Aerodrome Emergency Plan*;
 - (g) all directions related to pavement restrictions;
 - (h) all local flying restrictions;
 - (i) all noise management procedures and regulations in place from time to time by the relevant *Authority*;
 - (j) the *New Zealand Aeronautical Information Publication*; and
 - (k) all other conditions, instructions, orders, procedures and directions issued by us which are necessary or desirable for the safe or efficient day to day operation of activities at the *Airport*.
- 2.2 You must not do anything that puts us in breach of any *Legislation* or in contravention of any direction by any *Authority*.
- 2.3 In the event of an inconsistency between these *Conditions* and any *Legislation* or direction by any *Authority*, the *Legislation* or direction by the *Authority* will prevail. In the event of any inconsistency between these *Conditions* and any other written agreement we have entered into with you, the provisions of such agreement will prevail to the extent of the inconsistency.

3 Acknowledgements

- 3.1 You acknowledge and accept that:
- (a) access to and use of the *Facilities and Services* is subject to the constraints of *Legislation*, demands of other users of the *Airport*, space constraints, *Airport* planning requirements and other external events or circumstances, including adverse weather or environmental conditions, industrial action or security threats;
 - (b) you will not in any manner obstruct or cause interference to the movement of equipment owned, leased, licensed or operated by other users at the *Airport*;
 - (c) subject to any other specific agreement between us and you, we have the sole right to determine the priority of use of the *Airport* or any parts of the *Airport* by you and others;
 - (d) you have read and understood our *Operational SOP*; and
 - (e) we are not responsible for the security of your aircraft or your other property.
- 3.2 You acknowledge and accept that we are entitled to, at all times:
- (a) make and amend rules and regulations relating to the safety, care, operation and cleanliness of the *Airport*, including rules to control traffic and persons at the *Airport*, including *Airside*, by way of regulating vehicular access, driving, parking and the movement of vehicles, equipment, aircraft and persons;
 - (b) make and amend rules for access and use of common areas at the *Airport*, including in relation to the allocation of such common areas, and in relation to signage and other materials displayed or positioned by you at the *Airport*;

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- (c) investigate all accidents that occur at the *Airport*, in conjunction with you and all other relevant persons;
- (d) monitor your compliance with our requirements, rules, regulations, and all of our other requirements under these *Conditions*; and
- (e) audit your health and safety procedures and environmental procedures that are relevant to your use of the *Facilities and Services*.

4 Excluded services

- 4.1 For the avoidance of any doubt, the *Facilities and Services* we provide do not include any of the following:
- (a) air traffic services;
 - (b) air navigation services;
 - (c) meteorological services;
 - (d) engineering services;
 - (e) hangar facilities;
 - (f) quarantine waste disposal;
 - (g) *Apron and Ground Handling Services*;
 - (h) passenger control between the terminal, other buildings or access points and parked aircraft;
 - (i) border control services; and
 - (j) passenger and baggage security screening.
- 4.2 Our *Charges* do not include fees for these services or for things we provide outside the scope of these *Conditions*.

5 Information we require before you use our facilities and services

- 5.1 If you conduct *Regular Air Transport Operations* at the *Airport* you must provide us with all of the information set out in the *Preliminary Information Required* document, available on our *Community Website*.
- 5.2 You must provide us with the details of any changes made to information described in clause 5.1 within 30 days of such change.
- 5.3 For *General Aviation* operations with aircraft that exceed 5700kg *MCTOW*, you must submit a movement request to us by hand prior to operating. We or our nominated schedule facilitator will review the request and allocate a parking position if the movement can be facilitated.

6 Flight schedule information

- 6.1 The *Airport* is classified as a Level 3 (coordinated) airport for international purposes, and a Level 1 (data

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collection) airport for domestic purposes, in accordance with the airport levels classifications contained in the *IATA Worldwide Scheduling Guidelines*.

- 6.2 If you conduct *Regular Air Transport Operations* at the *Airport*, you must provide us and our nominated schedules facilitator with your schedule information in accordance with the *IATA Worldwide Scheduling Guidelines* for Level 3 airports. Information must be provided and maintained using the Schedule Movement Advice (SMA) message type.
- 6.3 We and our nominated schedules facilitator must be advised by you of any amendments to the flight schedule data you provide us under clause 6.2 as soon as practicable after any such amendment. We reserve the right to decline any such amendment where we reasonably believe it impacts upon the safe or efficient operation of the *Airport*.

7 Provision of information relating to Charges and operations

- 7.1 If you provide *Regular Air Transport Operations* at the *Airport*, you must provide us with all of the information specified in the *Schedule of Landing and Terminal Charges* and the *Other Information Required* document in the format, and in the timeframes, specified in those documents.

8 Charges

- 8.1 You must pay us the *Charges* for using our *Facilities and Services* which, subject to any written agreement to the contrary, are calculated in accordance with the *Schedule of Landing and Terminal Charges* in force at the time the aircraft movement takes place.

9 GST

- 9.1 Unless otherwise indicated, any payments required for supplies made under these *Conditions of Use* are quoted exclusive of GST.
- 9.2 If GST is imposed on a supply under these *Conditions of Use*, on receipt of a tax invoice, you will pay to us an additional amount equal to the GST imposed on the supply.
- 9.3 GST applicable to the *Charges* must be paid at the same time the *Charges* are paid under these *Conditions of Use*.

10 Late payments and non-payment

- 10.1 Failure to pay any amount you owe on time will be subject to the terms of trade for payment of invoices specified in the *Schedule of Landing and Terminal Charges* (including, where applicable, payment of interest).
- 10.2 Unless we give you express written consent, you are not permitted to make any set-off against or deduction from any amount payable to us under these *Conditions*.

11 Information generally

- 11.1 You can contact us at the addresses and by any of the means set out in Schedule 1.

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11.2 We prefer to receive information electronically where possible. You must let us know as soon as practicable if there is any change to the information you have given us.

11.3 The following information and documents are available on our *Community Website*:

- (a) *Operational SOP*;
- (b) *Aerodrome Emergency Plan* and associated procedures;
- (c) which of our *Facilities and Services* at the *Airport* are available for you to use; and
- (d) ICAO Type A Obstacle Chart.

11.4 If we provide you with information, you will:

- (a) keep such information confidential;
- (b) take all appropriate steps which are necessary or desirable to ensure that such information is not disclosed without our prior written consent;
- (c) only use such information for the purposes for which it was provided; and
- (d) on receipt of written notice from us, immediately cease using such information that is within your power, possession or control, and destroy, delete or deliver up the same to us,

provided that this clause will not apply to information that is already in the public domain, or information that is required to be disclosed by law or by the listing rules of any applicable recognised stock exchange.

12 Airport closed or services unavailable

12.1 We will endeavour to keep our *Facilities and Services* at the *Airport* available for you to use, however we may limit, restrict or prevent your access or use of the *Airport* or any *Facilities or Services* at any time where we consider this necessary:

- (a) for operational purposes;
- (b) for maintenance purposes,
- (c) for development works;
- (d) for special events;
- (e) in the event of any circumstances beyond our reasonable control;
- (f) where we are required to do so by any *Legislation*;
- (g) for reasons of security or safety; or
- (h) to mitigate any risks or hazards.

12.2 To the extent reasonably possible, we will endeavour to notify you before we make any *Facilities or Services* at the *Airport* unavailable and we will use our reasonable endeavours to identify alternative facilities and services

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which might be available for use by you. Any use by you of such alternative facilities or services will be at your sole discretion. You acknowledge that, in doing so, we will need to balance all the needs of the affected parties so far as we reasonably can.

- 12.3 If your operations or services are disrupted by more than 15 continuous minutes due to the unavailability of any *Facilities and Services*, you will inform us by e-mail within 24 hours of such disruption specifying:
- (a) the operations and services affected;
 - (b) the cause of the disruption (if known); and
 - (c) the duration of the disruption.
- 12.4 If we are aware that the unavailability of any *Facilities and Services* are likely to affect your operations by more than 15 continuous minutes, we will use our reasonable endeavours to inform you of such disruption, specifying:
- (a) the *Facilities and Services* affected; and
 - (b) the likely duration of the unavailability.

13 Passenger Processing Facilities

- 13.1 Subject to any agreement we have entered into with you to the contrary, if you use our *Passenger Processing Facilities* for checking-in or processing passengers you must comply with our common user conditions contained in Schedule 5.

14 Ground handling

- 14.1 We may require you to nominate a licensed *Ground Handling Agent* for the provision of *Ground Handling Services* for your aircraft at the *Airport*.
- 14.2 Any person that provides *Ground Handling Services* to your aircraft at the *Airport*, must be licensed by us in accordance with our standard Airfield Operator's License.

15 Moving aircraft

- 15.1 We may, subject to air traffic clearances and any operational guidelines issued by us pursuant to clause 3.2 for the use of our *Facilities and Services*, direct you to:
- (a) move an aircraft to another position at the *Airport*; or
 - (b) remove an aircraft from the *Airport*;

at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.

- 15.2 If you do not comply with our direction within the specified time, and provided we have made all reasonable efforts to contact you, we may move or remove the aircraft in accordance with the procedures at Schedule 3 and you must pay our reasonable costs incurred by us as a result of having the aircraft moved or removed.

16 Breach of these Conditions of Use

- 16.1 If you fail to comply with any of your obligations under these *Conditions*, we may do any one or more of the following:
- (a) issue a notice (“Compliance Notice”) to you, which will set out the remedy required by us, a reasonable timeframe for action and any other relevant matters;
 - (b) do anything to remedy the default (including, but not limited to, making any payment and contracting any other person to carry out the act), and you will pay us, on demand, all of our *Losses* in respect of remedying that default;
 - (c) exercise any other specific rights referred to in these *Conditions* or in any applicable *Airport* rules policies, procedures, instructions and regulations in relation to the failure to comply; or
 - (d) at our discretion (and in the timeframe we consider appropriate) withdraw or suspend your use of the *Facilities and Services* (either totally or on such restricted basis as we determine), terminate in whole or in part any lease, licence or other rights you may have at the *Airport* or take any other action we deem necessary.
- 16.2 On receipt of a Compliance Notice under clause 16.1, you will either comply with the requirements of the Compliance Notice or advise us in writing that you are unable to comply, setting out the reasons why you are unable to do so. An inability to comply includes circumstances where you reasonably consider that matters referred to in the Compliance Notice do not amount to a failure to comply with these *Conditions*. If you do not comply with a Compliance Notice in the time frame required, and, in our reasonable opinion, any explanation given by you does not justify that non-compliance, we may, at our discretion, exercise our rights pursuant to clause 16.1(d). For avoidance of doubt, nothing in this clause 16.2 limits our discretion to exercise our rights pursuant to clause 16.1(d) without having first given a Compliance Notice.
- 16.3 Nothing in this clause 16 limits our right to take any other action that may be available to us, including our right to seek injunctive relief to stop you using the *Airport* or our *Facilities and Services*.

17 Liability and Indemnities

- 17.1 You are liable for and unconditionally indemnify us and our *Personnel* against all *Losses* that may be suffered or incurred by us or our *Personnel*, directly or indirectly, arising out of or in connection with any:
- (a) breach of these *Conditions* or any obligation imposed on you;
 - (b) breach of any *Legislation*;
 - (c) loss of or damage to our property or the property of any other person at the *Airport*;
 - (d) personal injury or death;
 - (e) loss of use of property in connection with loss, damage, injury or death referred to in (c) or (d) of this clause;
 - (f) discharge of a "contaminant" as that term is defined in section 2 of the Resource Management Act 1991 into the environment, or release of a "hazardous substance" or "new organism" as those terms are defined in the Hazardous Substances and New Organisms Act 1996, except in accordance with those Acts; or

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(g) negligent, reckless or willful act or omission,

arising wholly or in part by reason of any act or omission by you, your *Personnel*, each of your related company's *Personnel*, or any person under your control; provided that the indemnity in this clause 17.1 will not apply to the extent that such *Losses* were caused by our gross negligence, willful breach of these *Conditions* or fraud.

17.2 You agree that neither we nor our *Personnel* are liable for (and to the full extent permitted by law you release us and our *Personnel* from all liability for) any *Losses* in connection with:

- (a) loss or damage caused to any aircraft, its load, equipment or other property of yours, your *Personnel*, your crew or passengers at the *Airport*;
- (b) personal injury or death to your *Personnel*, air or ground crew or passengers at the *Airport*;
- (c) any loss of use of property in connection with loss, damage, injury or death referred to in (a) or (b) of this clause; or
- (d) subject to clause 18.2, any breach of any warranty, representation, obligation or other provision of these *Conditions* by us;

unless, and then only to the extent, caused by our gross negligence, willful breach of these *Conditions* or fraud.

17.3 You agree that neither we nor our *Personnel* are liable for (and to the full extent permitted by law you release us and our *Personnel* from all liability for) any *Losses* in connection with:

- (a) any *Losses* you suffer, or any person claiming through you suffers, in connection with the use of the *Airport* or as a result of closure of the *Airport* or any part of it or as a result of any of the *Facilities and Services* being unavailable or altered; or
- (b) any *Losses* you suffer, or any person claiming through you suffers, as a result of delays in the movement or scheduling of aircraft.

17.4 You will pay any money owing under clause 17 to us immediately on demand by us.

17.5 For the purposes of the Contracts (Privity) Act 1982, this clause 17 is intended to confer benefits enforceable at the suit of any of our *Personnel*, notwithstanding that such person may not be a party to these *Conditions*.

18 Warranties and conditions

18.1 Subject to this clause, we do not make any representation or provide any warranty in connection with the use of the *Airport* or the *Facilities and Services*.

18.2 If a warranty or condition is implied under any *Legislation* in connection with the goods and services we provide and it can be excluded, we exclude it to the maximum extent possible and if we cannot exclude it, then our liability for breach of that warranty or condition is limited to:

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- (a) in the case of goods, at our election:
 - (i) replacing the goods or supplying equivalent goods;
 - (ii) repairing the goods;
 - (iii) paying the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) paying the cost of having the goods repaired;
 - (b) in the case of services, at our election:
 - (i) supplying the services again; or
 - (ii) paying the cost of having the services supplied again.
- 18.3 You acknowledge that any goods or services supplied by us are for business purposes and that the provisions of the Consumer Guarantees Act 1993 do not apply.

19 Insurance

- 19.1 Without limiting the requirement for you to maintain insurance under any other agreement between you and us (for example, a lease of premises at the *Airport*) or any other rules and regulations relating to operations at the *Airport* (for example, relating to vehicles operating *Airside*), you will continuously maintain an aircraft third party, passenger, passenger baggage, premises, hangarkeepers and products liability policy (including liability for motor vehicles and mobile plant airside), including war third party liability (AVN52E or G), in respect of yourself, all of your related companies and all persons under your control that:
- (a) is for an amount not less than \$20 million (being the amount which may be paid out arising out of any one single accident or event but in the aggregate in respect of products liability) or such higher amount as we may from time to time reasonably require;
 - (b) names Wellington International Airport Limited as an additional insured;
 - (c) includes a cross liability clause and waiver of subrogation in favour Wellington International Airport Limited;
 - (d) does not exclude *Airside* or on *Airport*; and
 - (e) is placed with insurers with a credit rating of not less than A- by Standard & Poor's (or similar rating agency).
- 19.2 On or before the date you commence using our *Facilities and Services* (or the date of these *Conditions* if you are already doing so), and on each renewal of the insurance policy, you must provide us with a signed certificate of insurance, in a form acceptable to us, from your insurance company or broker.
- 19.3 If you do not insure as required by clause 19.1, we may effect the insurance and the premium paid will be a debt due to us by you and may be sued for and recovered by us as a liquidated demand in any court of competent jurisdiction. Any such action by us will not relieve you of any obligations under these *Conditions* or limit any of our other rights or remedies.

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- 19.4 You will ensure that neither you nor any person under your control will do or permit to be done anything:
- (a) whereby any insurance effected by us or by you may be rendered void or voidable; or
 - (b) (except with our prior written approval) as a result or consequence of which the premium payable on any such insurance will be liable to increase (and you will, on demand, pay to us all extra premiums payable by us on account of extra risk caused by your conduct or operations and any person under our control).

20 Dispute resolution

- 20.1 If there is a dispute between the parties about whether either party has complied with an obligation or has a right under these *Conditions* ("Dispute"), then the parties undertake in good faith to use all reasonable endeavours to settle the dispute expeditiously.
- 20.2 Any party that claims that a dispute has arisen may give a written notice to the other party ("Dispute Notice"). The Dispute Notice must:
- (a) identify the party's representative for negotiations relating to the Dispute, being a person with the authority to settle the Dispute on behalf of that party; and
 - (b) set out clearly:
 - (i) each of the issues which are the subject of the Dispute;
 - (ii) the terms of the *Conditions* or other legal basis pursuant to which the claim is made;
 - (iii) with relevant particulars, a description of the circumstance giving rise to the Dispute; and
 - (iv) the relief sought including, to the extent possible, the amount claimed and details of how this is calculated.
- 20.3 The recipient of the Dispute Notice must, within 5 *Business Days* of receipt of the Dispute Notice, reply in writing to the other party (the "Reply"). The Reply must:
- (a) identify the recipient's representative for negotiations relating to the Dispute, being a person with authority to settle the Dispute on behalf of the recipient; and
 - (b) set out clearly the recipient's response to the matters set out in the Dispute Notice and any additional matters the recipient considers relevant.
- 20.4 The representatives referred to above will make whatever investigation each considers appropriate and, within 15 *Business Days* of receipt of the Reply, use their reasonable endeavours (including attending at meetings to discuss the matter if requested by the other party to do so) to resolve the Dispute on a "without prejudice" basis.
- 20.5 If the Dispute is not resolved within the period of 15 *Business Days* referred to in clause 20.4, then the Dispute must be referred to arbitration.
- 20.6 The arbitration will be conducted in accordance with the Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc in force at the time the Dispute is referred to arbitration.

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- 20.7 The arbitral tribunal will consist of one arbitrator to be agreed on by the parties. If the parties fail to agree on the identity of the arbitrator within 10 *Business Days* from the date on which the Dispute is referred to arbitration then the arbitrator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc, on the application of either party.
- 20.8 The place of the arbitration will be Wellington, New Zealand.
- 20.9 Each party will bear its own costs in relation to any negotiation under clause 20 of these *Conditions*.
- 20.10 While any Dispute is continuing the parties will continue to perform their obligations under these *Conditions*.
- 20.11 Pending final resolution of any Dispute, neither of the parties will make any press release, public announcement or statement concerning the subject matter of the Dispute to any person (except as expressly or by implication authorised in this agreement).
- 20.12 Nothing in this clause 20 will prejudice the right of you or us to institute proceedings to enforce payment due under these *Conditions* or any other agreement, or to seek urgent injunctive or declaratory relief.

21 Miscellaneous

- 21.1 These *Conditions* constitute an agreement between the parties as to its subject matter.
- 21.2 These *Conditions* are to be governed by and construed in accordance with the laws of New Zealand.
- 21.3 Where you are resident outside New Zealand, you will provide us with the name and address of an agent resident in New Zealand authorised to accept service of documents, including legal process, on your behalf. Any notification of an agent under this clause 21.3 will be irrevocable unless replaced by another agent resident in New Zealand and notified to us in writing. Nothing in this clause 21.3 limits our right to serve process in any other jurisdiction. You will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in New Zealand.
- 21.4 These *Conditions* do not create any lease, tenancy or interest in the *Facilities and Services* at the *Airport*.
- 21.5 You are responsible for the acts and omissions of your *Personnel* at the *Airport*.
- 21.6 You may not assign or transfer any of your rights or interests under these *Conditions* without our prior written consent.
- 21.7 Any of our rights, remedies and powers under these *Conditions* are in addition to, and will not be prejudiced by the exercise of our rights, remedies or powers whether under these *Conditions*, by law, or otherwise.
- 21.8 No waiver or failure on our part to act in respect of any one or more breaches by you of your obligations imposed under these *Conditions* will operate as a waiver of another breach of any such obligation.

22 Definitions and rules of interpretation

- 22.1 In these *Conditions of Use*:

Airport means Wellington International Airport, Wellington, New Zealand.

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Aerodrome Emergency Plan means the manual that forms part of WIAL's certification documentation, which prescribes the procedures for the preparation, response and recovery in regards to *Airport* emergencies. This manual is available on our *Community Website*.

Aerodrome Security Programme means the document that prescribes the security procedures for compliance with the provision of the National Aviation Security Programme in order to protect the security, regularity and efficiency of the *Airport*.

Airside means:

- (a) that part of the *Airport* which is used for the surface movement of aircraft, which includes the *Apron*; and
- (b) any other areas designated as such by us in accordance with any relevant *Legislation*.

Apron means that part of the aerodrome used to accommodate aircraft for the purpose of loading or unloading passengers and cargo, refuelling, parking and maintenance.

Authority means and includes every governmental, local, territorial and statutory which has legal authority pursuant to *Legislation* from time to time in relation to the *Airport* or which provides a service at the *Airport*.

Baggage make-up or BMU means the area used to perform baggage make-up from the *BHS* but does not include transport of the baggage to aircraft.

Business Day means every day except Saturdays, Sundays or a public holiday in Wellington.

BHS means the physical baggage handling system which transports baggage from check-in counters along conveyor belts to the *Baggage make-up* area, but does not include the transport of baggage to aircraft.

Certificate of Registration means for an aircraft the certificate of registration.

Charges means the charges for our *Facilities and Services* as set out in, and calculated in accordance with, our *Schedule of Landing and Terminal Charges*, available on our *Website*.

check-in counter equipment means the baggage injectors, baggage scales, *PA system*, *FIDS* equipment, keyboards, computers, boarding pass printers, baggage tag printers, document printer and phones.

Child means a passenger 12 years of age or younger, but excludes *Infants*.

Community Website means our web page at <https://community.wellingtonairport.co.nz>

Conditions or **Conditions of Use** means these Aeronautical Conditions of Use.

Disembarking Passengers means all passengers on board an arriving aircraft. This includes *Transit Passengers*, *Transfer Passengers*, *Children*, *Infants*, *Domestic-On-Carriage* and *Positioning Crew*, but excludes *Operating Crew*.

Domestic-On-Carriage (DOC) means a passenger on an international flight who travels from one New Zealand port to another.

Embarking Passengers means all passengers on board a departing aircraft. This includes *Transit Passengers*, *Transfer Passengers*, *Children*, *Infants*, *Domestic-On-Carriage* and *Positioning Crew*, but excludes *Operating Crew*.

Facilities and Services means our facilities and services set out in Schedule 2, except to the extent that those

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facilities are provided to you under a separate contract, lease, license or other authority from us.

FIDS means our flight information display system.

General Aviation means any air operation other than *Regular Air Transport Operations*.

Ground Handling Agent means an operator licensed by us to provide *Ground Handling Services* at the *Airport* in accordance with our standard Airfield Operator's License.

Ground Handling Services means those services that are listed in Annex A of the *IATA* standard ground handling agreement, 30th Edition, date January 2010, or such later edition as may be approved by *WIAL* and notified to licensed ground handlers from time to time.

GST means any goods and services tax levied under the Goods and Services Tax Act 1985.

IATA means the International Air Transport Association.

Infant means a child seated on another passenger's lap who has not paid to occupy a seat on an aircraft.

Legislation means all Acts of Parliament, regulations, rules, orders, by-laws, ordinances and any other order, or directions of any government or statutory body relevant generally or determination specifically to the *Airport*, or aircraft or vehicles or equipment using it, as amended, re-enacted or replaced from time to time, including the Airport Authorities Act 1966, Commerce Act 1986, Resource Management Act 1991, the Health and Safety in Employment Act 1992, the Hazardous Substances and New Organisms Act 1996, the (New Zealand) Civil Aviation Rules Part 139, the Biosecurity Act 1993, the Customs and Excise Act 1996, the Immigration Act 2009 and any procedure statement issued thereunder.

Losses means all direct, indirect, special or consequential losses, costs, expenses damages, claims and other liabilities (including legal expenses on a full indemnity basis and GST and similar taxes thereon).

MCTOW means for an aircraft the lower of its maximum certified take-off weight as specified by the manufacturer (or as approved by the Civil Aviation Authority) and the maximum authorised operating weight as specified by us.

New Zealand Aeronautical Information Publication means the "New Zealand Aeronautical Information Publication" of the New Zealand Civil Aviation Authority, available at <http://www.aip.net.nz/>

Operating Crew means your employees operating as flight or cabin crew on an arriving or departing aircraft.

Operational SOP means our operational standard operating procedures, consisting of the relevant components of our exposition (relating to *Airside* safety and otherwise) as required under Civil Aviation Rule Part 139 in regards to the operations of the *Airport*, as amended from time to time. The relevant extracts of our exposition are available on our *Community Website*.

Other Information Required means our "Other Information Required" document, available on our *Community Website*.

Our Equipment means any equipment (including counters) supplied by us under these *Conditions* but does not include the terminal equipment supplied by the airline, aircraft operator or *Ground Handling Agent*.

PA system means our public address system throughout the *Airport* terminal.

Passenger Processing Facilities means *Our Equipment* and facilities as set out in Schedule 2 except to the extent that those facilities are provided to you under a separate contract, lease, license or other authority from us.

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Personnel includes an employee, officer, agent or contractor of either party as the case may be, and anyone else under the control or direction of such party (other than a passenger or a member of the public).

Positioning Crew means your flight and cabin crew, other than *Operating Crew*, arriving into, or departing from, the *Airport* on company duty travel for the purpose of positioning for, or returning from, crewing duties.

Preliminary Information Required means our “Preliminary Information Required” document, available on our *Community Website*.

Regular Air Transport Operations means a flight forming part of a series of flights performed by aircraft for the transport of passengers, cargo, or mail between the *Airport* and one or more points in New Zealand or in any other country or territory, where the flights are so regular and frequent as to constitute a systematic service, whether or not in accordance with a published timetable, and which are operated in such a manner that each flight is open to use by members of the public.

Relevant Industry Bodies means a body listed or described in Schedule 4.

Schedule of Landing and Terminal Charges means the “Schedule of Landing and Terminal Charges” available on our *Website*.

Transfer Passenger means a passenger who connects from one international flight to another without being processed by the New Zealand Customs Service at the *Airport*.

Transit Passenger means a passenger whose origin and destination is another port, serviced by the same flight.

we or **us** or **ours** means Wellington International Airport Limited (New Zealand company number 396240) and includes our successors and assigns.

Website means our web page at www.wellingtonairport.co.nz.

WIAL means Wellington International Airport Limited (New Zealand company number 396240) and includes our successors and assigns.

you or **yours** means, in the case of *Regular Air Transport Operations* aircraft, the holder of the *Air Operator Certificate* at the time our *Facilities and Services* at the *Airport* are used or in the case of *General Aviation* aircraft, the person identified as “Owner” in the movement request form or, if no one is identified, the holder of the *Certificate of Registration* at the times our *Facilities and Services* at the *Airport* are used, and includes your executors, administrators, successors and assigns.

22.2 Except where a contrary intention is expressed, a reference to:

- (a) A document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated from time to time;
- (b) Anything (including a right, obligation or concept) includes each part of it;
- (c) “person” includes a natural person, partnership, body corporate, association, governmental or local authority or other entity, whether corporate or unincorporated;
- (d) the singular includes the plural and the plural includes the singular; and
- (e) a party or a body is a reference to that party’s or body’s successor or permitted assign.

22.3 If you are, at any time, made up of more than one person or company, then an obligation of those person or

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companies is joint and several and a right of those persons or companies is held by each of those persons or companies separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

- 22.4 If any part these *Conditions* 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.
- 22.5 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

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SCHEDULE 1

(clause 11.1)

Contact Information

Address for service of notices on WIAL:

By post:

Chief Commercial Officer
Wellington International Airport Limited
PO Box 14175
Wellington 6241
New Zealand

By facsimile:

By e-mail:

mail@wellingtonairport.co.nz

(In the subject line, please state: "For the attention of the Chief Commercial Officer")

By telephone:

+64 4 385 5100

(Please request to speak to the Chief Commercial Officer)

SCHEDULE 2

Facilities and Services

Wellington Airport - airside movement facilities and services

- *Airside* grounds, runways, taxiways and *Aprons*, and associated markings
- *Airside* roads/access routes, *Airside* lighting
- *Airside* safety as prescribed in our *Operational SOP*
- aerodrome serviceability inspections and reporting
- rescue and fire fighting
- aircraft parking areas
- visual navigation aids
- wind direction indicators
- air bridges
- information published in the *New Zealand Aeronautical Information Publication*

Wellington Airport - passenger processing facilities

- passenger queuing and seating areas
- check-in counters
- terminal lounges and holding lounges (but excluding commercially important persons lounges)
- immigration, customs and bio-security areas
- public address systems, closed circuit surveillance systems and security systems
- baggage make-up, baggage handling systems and baggage reclaim
- public areas in terminals, public amenities, public lifts and escalators
- flight information display systems
- landside roads, landside lighting and covered walkways.

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SCHEDULE 3

(clause 15.2)

Procedure for moving/removing aircraft by WIAL

If we are required to move/remove an aircraft as a result of a failure by you to comply with a direction issued to you under these *Conditions*:

1. We will, where applicable, follow procedures for the recovery of disabled aircraft set out in our *Operational SOP*.
2. In other circumstance, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
 - (a) that we intend to move/remove the aircraft;
 - (b) of the proposed location to which the aircraft is to be relocated;
 - (c) of the means by which we intend to move/remove the aircraft; and
 - (d) of any conditions which may apply to the recovery of the aircraft.
3. If the notice referred to in clause 2 above is not practicable, we will notify you as soon as possible that:
 - (a) we have moved/removed the aircraft;
 - (b) the location to which the aircraft has been moved; and
 - (c) any conditions which may apply to your recovery of the aircraft.

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SCHEDULE 4

Relevant Industry Bodies

Industry bodies referred to in these *Conditions* include:

- Aviation Industry Association
- International Air Transport Association

and any other organisation that we agree, in writing, is to be considered an industry body for the purposes of this document.

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SCHEDULE 5

(clause 13.1)

Common user conditions

These common user conditions apply to the *Passenger Processing Facilities* at the *Airport*. If you use our *Passenger Processing Facilities* for checking-in or processing passengers you must comply with the conditions in this Schedule 5.

Ground Handling Agents

Where you have an agreement with a *Ground Handling Agent*, the terms of that agreement must be consistent with the terms of these *Conditions* and you must inform them of your obligations under these *Conditions*.

Repairs and Maintenance

You must pay us for any repairs to our *Passenger Processing Facilities* or any other property due to neglect, misuse or damage by you or your *Personnel*.

We will repair and maintain our *Passenger Processing Facilities* at our own expense in circumstances other than those set out in this Schedule 5.

You or your *Ground Handling Agent* must:

- (a) take proper care of our *Passenger Processing Facilities* and follow our reasonable direction for their use;
- (b) tell us immediately if any of our *Passenger Processing Facilities* are faulty, inoperative, or damaged so we can arrange for repair/replacement as soon as practicable;
- (c) not allow any person except our *Personnel* to repair or modify our *Passenger Processing Facilities*;
- (d) give our *Personnel* reasonable access to inspect and or repair the *Passenger Processing Facilities*; and
- (e) prevent your *Personnel* from using any unserviceable or unsafe *Passenger Processing Facilities*.

Allocation of our Passenger Processing Facilities

We will:

- (a) allocate our *Passenger Processing Facilities* to you in accordance with our allocation rules and these *Conditions*; and
- (b) use our best endeavours to allocate your requested *Passenger Processing Facilities* having regards to your flight schedules and to historical load factor information available to us.

The allocations will be at our absolute discretion to achieve efficient operation of the *Airport*.

General conditions

You, or your *Ground Handling Agent* must:

- (a) take proper care of our *Passenger Processing Facilities*, and follow our reasonable directions for their use;
- (b) leave our *Passenger Processing Facilities* in a tidy condition;
- (c) ensure rubbish is put in the bins provided and is not dropped or left on our *Passenger Processing Facilities*;
- (d) if required by us, remove your equipment or stationery at the end of a period of use;

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- (e) not do anything, which may adversely affect the efficiency of our *Passenger Processing Facilities*;
- (f) take all reasonable precautions when using our check-in counters to prevent unauthorised entry into the check-in counter area and the baggage handling system;
- (g) comply with the baggage handling system operational requirements as notified by us;
- (h) ensure that your last *Personnel* ensures that the baggage handling system is switched off and the baggage shutters are down;
- (i) ensure that your *Personnel* operating our *Passenger Processing Facilities* are trained to operate them safely and in a manner to avoid damage to it, to other property and persons;
- (j) accept responsibility for the training of your *Personnel* or your *Ground Handling Agent's* personnel in the use of our *Passenger Processing Facilities*;
- (k) must act reasonably in the use of the public address system and, without limitation, restrict announcements to whatever is operationally required; and
- (l) ensure that any check-in counter in use by you, whether temporarily or at the end of a period of use, is left in a secure condition.

Termination

We may terminate your right to use our *Passenger Processing Facilities* immediately when you cease to conduct or provide *Regular Air Transport Operations* at the *Airport*.

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SCHEDULE 6

Schedule of Amendments

Version	Effective Date	Nature of Amendment
Version 1.0	1 June 2015	New issue.