

Aeronautical Conditions of Use

1 January 2019



HAMILTON AIRPORT (NZHN/HLZ)

AERONAUTICAL CONDITIONS OF USE

1 Conditions of Use

- 1.1 These Conditions of Use set out the terms and conditions under which *you* may use *Hamilton Airport* and the *Facilities and Services* at *Hamilton Airport*. By using *Hamilton Airport* or the *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 take effect from **1 January 2019** and continue in force until we change, replace or waive them.
- 1.3 We may change, replace or waive any of these Conditions of Use (including the charges at Schedule 3) at any time:
- (a) By giving *you* at least 30 days prior written notice of the change;
 - (b) After consultation with *you*, where required by law, under the *Pricing Consultation Documents*, or where we consider such consultation is reasonably necessary or desirable in the circumstances;
 - (c) Following a review of the *Runway Reseal Charge* in accordance with the principles, assumptions and process specified in the *Pricing Consultation Documents*;
 - (d) Following the implementation of new aeronautical charges resulting from the commissioning of *Development Assets*;
 - (e) By entering into a variation agreement in writing with *you*; or
 - (f) 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 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 the definitions at clause 21. Clause 21 also sets out other rules of interpretation of these Conditions of Use.



2 **Using our Facilities and Services**

- 2.1 When using *our Facilities and Services* at *Hamilton 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;
 - (d) the relevant sections to *you* as an aircraft operator of the *Aerodrome Operations Manual*;
 - (e) the *Airside Safety Regulations*;
 - (f) the *Aerodrome Security Programme*;
 - (g) the *Aerodrome Emergency Plan*;
 - (h) all directions related to pavement restrictions;
 - (i) noise management procedures and or regulations in place from time to time by the relevant *Authority*; and
 - (j) other conditions, instructions, orders, procedures and directions issued by *us* which are necessary for the safe or efficient operation of activities at *Hamilton Airport*.
- 2.2 *You* must not do anything that puts *us* in breach of any *Legislation* or in contravention of a direction by an *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 any *Authority* will prevail. In the event of an inconsistency between these conditions and any written agreement *we* have entered into with *you*, the provisions of such agreement will prevail to the extent of any inconsistency.

3 **Acknowledgements**

- 3.1 *You* acknowledge and accept that:
- (a) Use of the *Facilities and Services* is subject to the demands of other users of *Hamilton Airport* and *Hamilton Airport* planning requirements;
 - (b) *You* will not in any manner obstruct or cause interference to the movement of equipment owned, leased, licensed and operated by other users at *Hamilton Airport*;
 - (c) *We* have the sole right to determine the priority of use of *Hamilton Airport* or, subject to any other specific agreement between *us* and *you*, any parts of *Hamilton Airport* by *you* and others;
 - (d) *You* have read and understood those items listed in clause 2.1; and
 - (e) *We* are not responsible for the security of aircraft or *your* other property.



4 Excluded Services

4.1 For the avoidance of any doubt, the *Facilities and Services* that we provide do not include the following:

- (a) Air traffic services;
- (b) Air Navigation Services;
- (c) Meteorological Services;
- (d) Engineering Services;
- (e) Hangar Facilities;
- (f) Apron and Ground Handling Services;
- (g) Passenger control between the terminal, other buildings or access points and parked aircraft.

4.2 *Our* charges do not include fees for these services or fees 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 Hamilton Airport you must provide us with all of the information set out in Schedule 7.

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 non-*Regular Air Transport Operations* and *General Aviation* operations with aircraft that exceed 5700kg MCTOW, you must advise and obtain the approval of Hamilton Airport prior to operating.

6 Flight schedule information

6.1 Hamilton Airport is classified as a *Schedules Facilitated Airport (Level 1)* in accordance with the airport levels classifications contained in the IATA Worldwide Scheduling Guidelines.

6.2 If you conduct *Regular Air Transport Operations* at Hamilton Airport, you must provide us and our nominated schedules facilitator with your schedule information in accordance with the IATA Worldwide Scheduling Guidelines for Level 1 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 this clause 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 Hamilton Airport.



7 Provision of Information relating to Charges

- 7.1 If you provide *Regular Air Transport Operations* at *Hamilton Airport*, then you must provide to us, and in the format directed by us (as set out in Schedule 3 Part 3), within 10 days following the month in which you used our *Facilities and Services*, the following information for the purposes of calculating the charges payable by you:
- (a) the number of *Embarking Passengers* and *Disembarking Passengers* on your aircraft operating at *Hamilton Airport* for the previous month;
 - (b) any further disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 3 (Part 1 and 2);
 - (c) details of the type of each aircraft which you use at *Hamilton Airport*; and
- 7.2 If you provide *Regular Air Transport Operations* at *Hamilton Airport* and you do not comply with clause 7.1(a) to 7.1(c) (inclusive), then you agree that we may charge you for use of our *Facilities and Services* for that month on the basis that each seat on aircraft operated by you over that period was in fact occupied by a passenger, or based on POB (passengers on board) information supplied by Airways Corporation.
- 7.3 If you operate *General Aviation* or helicopters at *Hamilton Airport*, then we will charge you for use of our *Facilities and Services* for that month based on the information supplied by Airways Corporation about your aircraft.
- 7.4 You acknowledge that we may verify from time to time information you have provided to us by means including, but not limited to:
- (a) reference data collected by the New Zealand Customs Service;
 - (b) allowing us (or our agents or accountants) on reasonable notice, to audit, inspect and copy your records and systems relating to your use of the *Facilities and Services*; and
 - (c) directly counting passengers embarking or disembarking aircraft operated by you.
- 7.5 You must use your best endeavours to assist us to identify the reason for any differences between the information provided to us under clauses 7.1 or 7.3 as applicable and the information collected by us under clause 7.4.
- 7.6 If requested by us, you must within 45 days of our request, give us certified quarterly statements from your independent auditors verifying the accuracy of information you have given to us under this clause 7.
- 7.7 If we find we have:



- (a) overcharged *you*, we will within 10 days of becoming aware of the error and on the basis of supporting documentation provided by *you*, refund the amount of the overpayment or, at our discretion, allow that amount as a credit on subsequent account; and
- (b) undercharged *you*, we may include an amount and appropriate supporting documentation in a subsequent invoice to recover the amount of the undercharge.

7.8 If the amount of an undercharge equals to, or is more than, 5% of the actual charges due for the relevant month and the undercharge was caused by a discrepancy or error in the information provided by *you* for that month, *you* must reimburse the full costs of any audit conducted by *us*.

7.9 We will maintain the confidentiality of any information that *you* provide to *us*, which *you* advise is commercially sensitive, subject to the following:

- (a) we may use the information for the purpose of *Hamilton Airport* capacity planning and forecasting (including disclosing the information to *our* professional advisers on a confidential basis for this purpose);
- (b) we may use the information for aggregation into arriving, departing and total passenger statistics for *Hamilton Airport*, which we may disclose into the public domain. In using the information for this purpose, we will not release any other data in relation to *Hamilton Airport* which will enable the information *you* provide *us* to be disaggregated from the 'total domestic passenger' and 'total international passenger' data (unless *you* consent in writing to *us* to do so or we are required to do so by law); and
- (c) we may disclose the information *you* agree in writing, or if we are required to do so by law.

8 Charges

8.1 If *you*:

- (a) conduct *Regular Air Transport Operations* at *Hamilton Airport*, then *you* must pay *us* charges for using *our Facilities and Services* which, subject to any written agreement to the contrary, are calculated in accordance with:
 - I. Schedule 3 (Part 1) for the *Base Aeronautical Charges*, as varied from time to time; and
 - II. Schedule 3 (Part 2) for the *Runway Reseal Charge* which contains the formula, assumptions and process for calculating and reviewing the *Runway Reseal Charge*; and



- III. the *Pricing Consultation Documents* when *Development Assets* are commissioned, which contain the formulae, assumptions and process for calculating the *Development Assets Charges* (as applicable);
 - (b) conduct *General Aviation* at *Hamilton Airport*, then *you* must pay *us* charges for using *our Facilities and Services* which, subject to any written agreement to the contrary, are calculated in accordance with Schedule 3 (Part 1) as varied from time to time;
- 8.2 The charges for using *our Facilities and Services* at *Hamilton Airport*:
- (a) accrue from day to day; and
 - (b) are payable in New Zealand dollars.
- 8.3 Subject to clause 10, *you* must pay the charges shown on the invoice as owing by the 20th of the month following the date the charges were incurred by direct credit or cheque.
- 8.4 In the event that further costs are incurred by *us* on account of *your* operations, *we* reserve the right to include such further costs in the charges payable by *you*.

9 **GST**

- 9.1 Unless otherwise indicated, all consideration for a supply under these Conditions of Use is quoted exclusive of any *GST* imposed on the supply.
- 9.2 If *GST* is imposed on a supply under these Conditions of Use, the recipient of the supply on receipt of a tax invoice will on request pay to the supplier 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 If *you* do not pay any amount *you* owe on time that is not the subject of a bona fide dispute, *we* may do any one or more of the following (without limiting any other remedies *we* may have):
- (a) Charge *you* interest on the amount payable from and including the day the amount becomes payable to and including the day *you* pay the amount, at the rate of 12% per annum, capitalising on the first day of each calendar month;
 - (b) refuse to allow any or all of *your* aircraft to use *our Facilities and Services* at *Hamilton Airport*; and/or
 - (c) require payment in one or more instalments of outstanding amounts as a condition of *your* further use of the *Facilities and Services*; and/or



- (d) use any reasonable means to detain any of *your* aircraft until *you* have paid all due charges and interest provided that:
 - I. *we* have first sought to negotiate in good faith any dispute about charges in accordance with clause 10.2;
 - II. *we* have first sought to recover any outstanding charges from *you*; and
 - III. *we* have given *you* 7 days' notice in writing either during or after the 21 day period that *we* intend to do this;
 - (e) commence proceedings against *you* for all money due and payable, in which case *you* must pay all *our* costs on a full indemnity basis.
- 10.2 If *you* notify *us* in writing that *you* dispute any charge shown in an invoice within 14 *Business Days* of receiving that invoice, and in *our* reasonable opinion *you* have grounds to dispute it, then the parties will use reasonable endeavours to negotiate a resolution to the dispute, provided that:
 - (a) If *you* do not dispute any amount shown in an invoice within 14 *Business Days* after receiving that invoice, *you* cannot thereafter dispute that amount; and
 - (b) any undisputed amounts, or portions, are to be paid within the time required by clause 8.3.
- 10.3 Unless *we* give *you* express written consent *you* are not permitted to make any set-off against or deduction from any amount payable.
- 11 **Information generally**
- 11.1 *You* can contact *us* at the address and by any of the means set out in Schedule 1.
- 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 details are available from *us* upon request:
 - (a) The relevant sections to *you* as an aircraft operator of the *Aerodrome Operations Manual*;
 - (b) *Aerodrome Emergency Plan* and associated procedures;
 - (c) which of *our Facilities and Services* at *Hamilton Airport* are available for *you* to use; and
 - (d) ICAO Type A Obstacle Chart
- 11.4 *We* may charge a reasonable fee for the supply of copies of ICAO Type A Obstacle Charts, and for multiple copies of any other publications of information requested by *you* under these conditions.
- 11.5 If *we* provide *you* with information and ask that *you* hold it on a secure basis and only disclose it to authorised persons, *you* must comply with *our* request.



12 Airport closed or services unavailable

12.1 We will endeavour to keep *our Facilities and Services* at *Hamilton Airport* available for *you* to use, however we may limit, restrict or prevent *your* access or use of *Hamilton Airport* or any *Facilities or Services* at any time when 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;
or
- (f) where we are required to do so by any *Legislation*.

12.2 To the extent reasonably possible, we will endeavour to notify *you* before we make any service or facility at *Hamilton Airport* unavailable and we will use *our* reasonable endeavours to identify alternative *Facilities and Services* which might be available for use by *you*. Any use by *you* of such alternative facilities or services shall 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.

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, as contained in Schedule 6.

14 Ground handling

14.1 We may require *you* to nominate a licensed *Ground Handling Agent(s)* for the provision of *Ground Handling Services* for *your* aircraft at *Hamilton Airport*.

14.2 Any person or company that provides *Ground Handling Services* to *your* aircraft at *Hamilton Airport*, must be licensed by *us* in accordance with *our* standard Ground Handling Licence.

15 Moving aircraft

15.1 We may, (subject to air traffic clearances and any operational guidelines issued by *us* for the use of *our Facilities and Services*) direct *you* to:

- (a) move an aircraft to another position at *Hamilton Airport*; or
- (b) remove an aircraft from *Hamilton 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 order 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 5 and:

- (a) *you* must pay *our* reasonable costs of having the aircraft moved or removed and any costs incurred by *us* as a result of having the aircraft moved or removed; and
- (b) *you* are liable and *you* indemnify *us*, *our* officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by *your* failure to comply with *our* order.

16 Breach of these Conditions of Use

16.1 In addition to clause 10, *we* may, subject to *our* obligations under any Legislation, give *you* 7 days' notice in writing not to use *our Facilities and Services* at *Hamilton Airport* if *you* do not comply with these conditions.

16.2 If *you* do not comply with any of the safety or security requirements, *we* may give *you* notice in writing requiring *you* to comply with the relevant obligation or stop using the *Facilities and Services* immediately and refuse to allow *you*, or limit *your* access to *Hamilton Airport* or any *Facilities and Services*.

16.3 *We* may stop *you* from using *our Facilities and Services* at *Hamilton Airport* if *you* do not comply with any notice given to *you* by *us* pursuant to this clause.

16.4 Nothing in this clause 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 *Hamilton Airport* or *our Facilities and Services*.

17 Liability and Indemnities

17.1 *You* will be liable for and indemnify *us*, *our* employees, officers, agents and contractors against:

- (a) any damage caused to *our* property or the property of any other person at *Hamilton Airport*;
- (b) any costs *we* incur in detaining of *your* aircraft under clause 10.1(d);
- (c) any claim for personal injury or death to employees of *ours* or any other person at *Hamilton Airport*;
- (d) any loss of use of property in connection with damage, injury, death or loss referred to in (a) or (c) of this clause,

arising wholly or in part by reason of any act or omission by *you* or *your* employees, officers or agents, or a related body corporate of *yours*, or its employees, officers or agents.



17.2 You agree that we are not liable for, and to the full extent permitted by law you release us, our employees, officers, agents and contractors from all liability in connection with:

- (a) damage caused to any aircraft, its load, equipment or other property of *yours* or *your* crew or passengers at *Hamilton Airport*; or
- (b) claims for personal injury or death to *your* employees, air or ground crew, contractors or passengers at *Hamilton Airport*;
- (c) any loss of use of property in connection with damage, injury or death referred to in (a) or (b) of this clause, or
- (d) subject to clause 19.2, any breach of any warranty, representation, obligation or other provision of these Conditions of Use by *Hamilton Airport*;

unless, and then only to the extent, caused by *our* gross negligence, wilful default or fraud.

17.3 You agree that we are not liable for, and to the full extent permitted by law you release *us*, *our* employees, officers, agents and contractors from all liability in connection with:

- (a) any loss *you* suffer, or any person claiming through *you* suffers, as a result of closure of *Hamilton Airport* or any part of it or as a result of any of the *Facilities and Services* being unavailable; or
- (b) any loss *you* suffer, or any person claiming through *you* suffers, as a result of delays in the movement or scheduling of aircraft; or
- (c) any indirect, special or consequential loss in connection with the use or the closure of *Hamilton Airport* or any part of it referred to in (a) or (b) of this clause.

17.4 You indemnify and hold *us* harmless against all claims, actions, losses and expenses of any nature which *we* may suffer or incur or for which *we* may become liable in respect of or arising out of a breach by *you* of any *Legislation*.

18 Warranties and conditions

18.1 Subject to this clause, *we* do not make any representation or warranty in connection with the use of *Hamilton 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 to the maximum extent possible and if *we* cannot exclude it, then *our* liability for breach of that warranty or condition is limited to:

(a) in the case of goods, and or more of the following:

- I. the replacement of the goods or the supply of equivalent goods;
- II. the repair of the goods;
- III. the payment of the cost of replacing the goods or of acquiring equivalent goods;
- IV. the payment of the cost of having the goods repaired; or

(b) in the case of services:

- I. the supplying of the services again; or
- II. the payment of 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 shall not apply.

19 Insurance

19.1 *You* must at all times have and maintain current insurance in accordance with the minimum insurance requirements set out in Schedule 4. These minimum requirements are not a limit of *your* liability but merely the reasonable minimum amount of insurance *we* require *you* to maintain.

19.2 *You* must upon request produce evidence to *our* reasonable satisfaction of the insurances required under clause 19.1.

20 Miscellaneous

20.1 These conditions constitute an agreement between the parties as to its subject matter.

20.2 These conditions are to be governed by and construed in accordance with the laws of New Zealand. Both parties irrevocably and unconditionally agree that the Courts of New Zealand have jurisdiction to hear and determine any proceedings brought in relation to these conditions.

20.3 These conditions do not create any lease, tenancy or interest in the *Facilities and Services* at *Hamilton Airport*.

21 Dictionary and rules of interpretation

21.1 In these Conditions of Use:



Aerodrome Emergency Plan means the manual that forms part of WRAL's certification documentation, which prescribes the procedures for the preparation, response and recovery in regards to *Hamilton Airport* emergencies.

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 *Hamilton Airport*.

Airside means:

(a) that part of *Hamilton 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*.

Airside Safety Regulations means *Airside Safety Regulations* issued by WRAL from time to time, which forms part of WRAL's certification documentation, required under Civil Aviation Rule part 139.

Apron means that part of the aerodrome used to accommodate aircraft for the purpose of loading or unloading passengers & 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 *Hamilton Airport* or which provides a service at *Hamilton Airport*.

Base Aeronautical Assets means those terminal and airfield assets existing as at 1 July 2018 as set out in the *Pricing Consultation Documents*, but exclude the *Runway Reseal* and *Development Assets*.

Base Aeronautical Charges means the charges payable by *Regular Air Transport Operations* at *Hamilton Airport* to gain access to, and use, the *Base Aeronautical Assets*, as set out in Schedule 3, Part 1.

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

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

Check-in counter equipment means the baggage handling equipment, baggage scales, *PA System* and *FIDS* equipment.

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

Development Assets means substantial aeronautical terminal and airfield assets at *Hamilton Airport* that *we* may, in consultation with the airlines conducting *Regular*



Air Transport Operations at Hamilton Airport, or in consultation with *General Aviation* where those assets are not used by and do not impact the operation of *Regular Air Transport Operations*, develop after 1 January 2019 in accordance with the principles, assumptions and process specified in the *Pricing Consultation Documents* (referred to in the Initial Pricing Proposal dated 17 August 2018 as Aeronautical Project Assets).

Development Assets Charges means the charges payable at *Hamilton Airport* to gain access to, and use, the *Development Assets* (as applicable).

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 in respect of *Hamilton Airport*, except to the extent that those 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 *Hamilton Airport* in accordance with our standard ground handling licence.

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 *Hamilton Airport* 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.

Hamilton Airport means Hamilton Airport, Hamilton, New Zealand, trading name of *WRAL* and includes all land owned by *Hamilton Airport*.

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 *Hamilton Airport*, or aircraft or vehicles or equipment using it, as amended, re-enacted or replaced from time to time.

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

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

Our Equipment means any equipment (including without limitation 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 *Hamilton 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*.

Per Passenger Charge means the charges listed in Item 1 of Schedule 3 Part 1 and Part 2 (as applicable).

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, *Hamilton Airport* on company duty travel for the purpose of positioning for, or returning from, crewing duties.

Pricing Consultation Documents means the following WRAL airline pricing consultation documents:

- (a) the Initial Pricing Proposal dated 17 August 2018 (the IPP);
 - (b) the Revised Pricing Proposal dated 31 October 2018 (the RPP);
 - (c) the Final Pricing Determination dated 11 December 2018 (the FPD); and
 - (d) the Financial Model supporting each of the documents at (a) to (c) above,
- provided that if there is a conflict between any of the above pricing consultation documents, then the following order shall take precedence:
- (e) the FPP and supporting Financial Model;



(f) the RPP and the supporting Financial Model; and then

(g) the IPP and the supporting Financial Model.

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 *Hamilton 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.

Runway Reseal means the reseal of runway 18L / 36R commissioned in 2014 in accordance with the principles, assumptions and process specified in the *Pricing Consultation Documents*.

Runway Reseal Charge means the charges payable by *Regular Air Transport Operations* at *Hamilton Airport* that are set, and subsequently reviewed, in accordance with the principles, assumptions and process specified in the *Pricing Consultation Documents* and as summarised in Schedule 3 (Part 2).

Schedules Facilitated Airport (Level 1) means an airport where the capacity of the airport infrastructure is generally adequate to meet the demands of airport users at all times.

Aerodrome Operations Manual means the relevant components of *WRAL's* manual as required under Civil Aviation Rule Part 139 in regards to the operations of *Hamilton Airport* as amended, as made available or otherwise provided to *you*, from time to time.

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

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

we or us or ours means Waikato Regional Airport Limited and includes *our* successors and assigns.

website means *our* world wide web page at the URL www.hamiltonairport.co.nz.

WRAL means Waikato Regional Airport Limited.

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 *Hamilton Airport* are used or in the case of *General Aviation* and other non-*Regular Air Transport Operations* 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 *Hamilton Airport* are used and includes *your* executors, administrators, successors and assigns.



SCHEDULE 1

(clause 11.1)

Contact Information

Address for service of notices on *WRAL*:

By post:

The General Manager - Operations
Hamilton Airport
Airport Road
RD 2
Hamilton 3282

By e-mail:

admin@hamiltonairport.co.nz

By telephone:

+64 (7) 848 9027



SCHEDULE 2

Facilities and Services

Hamilton Airport - Airside movement facilities and services

- Airside grounds, runways, taxiways and Aprons, and associated markings
- Airside roads/access routes, airside lighting
- Apron ground power units
- Airside safety as prescribed in *our Aerodrome Operations Manual*
- Aerodrome serviceability inspections and reporting
- Rescue and Fire Fighting
- Aircraft parking areas
- Visual navigation aids
- Wind direction indicators
- Information published in the Aeronautical Information Publication New Zealand

Hamilton airport - Passenger processing facilities

- Passenger queuing areas
- Check-in Counters (Counter 12)
- Departure Gate counters (Gate 1, 2 3, 4 and 9)
- Terminal lounges and holding 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.



SCHEDULE 3 – Part 1

General Aviation and non-Passenger Regular Air Transport Charges

1 MCTOW Charge

1.1 The *MCTOW* Charge comprises both the fixed charges at 1.2 and variable charges at 1.3 below.

1.2 Airfield Fixed Charges

Less than 1 tonne	\$16.40
Between 1 and 3 tonne	\$4.60
Between 3 and 30 tonne	\$4.60
Between 30 and 70 tonne	\$4.60
Greater than 70 tonne	\$4.60

1.3 Airfield Variable Charges

Less than 1 tonne	\$0.00
Between 1 and 3 tonne	\$11.80
Between 3 and 30 tonne	\$13.00
Between 30 and 70 tonne	\$14.50
Greater than 70 tonne	\$19.80

2 Terminal Charge

The charges below are payable for all *Disembarking Passengers* and *Embarking Passengers* (excluding *Transit Passengers*, *Transfer Passengers*, *Infants* and *Positioning Crew*) on aircraft arriving or departing through the *Hamilton Airport* terminal:

Per arriving and departing passenger	\$2.95
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SCHEDULE 3 – Part 2

Regular Air (Transport Passenger) Operation Charges





SCHEDULE 3 – Part 3

Information Required

If *you* are subject to passenger-based charges under this Schedule 3, *you* must provide the following information for each flight movement under Clause 7.1 of these conditions in accordance with the data submission format below. Data files can be submitted to admin@hamiltonairport.co.nz

Field Name	Description of Field	Format Comments
NAME	Name of aircraft operator	e.g. Flight Operator Limited
CARRIER_CODE	Two letter flight code	The two/three letter code assigned by IATA for <i>you</i> . e.g. NZ
FLIGHT_NUMBER	The number the flight operated under	Excludes carrier code – e.g. 639
AIRCRAFT	Aircraft type	e.g. C172 for Cessna 172
TYPE	International or domestic	
MOVEMENT_TYPE	Landing or take-off	
ORIGIN	Origin Airport	ICAO 4 letter code
DESTINATION	Destination Airport	ICAO 4 letter code
DATE (LOCAL)	Date of movement	DD/MM/YYYY (Local Date (NZST/NZDT))
TIME (LOCAL)	Time of movement	24hr – HH:MM (Local Time NZST/NZDT)
AC_REGO	Aircraft Registration	e.g. ZKABC
PASSENGER_COUNT	The total number of passengers on the flight, including transfers, positioning crew, children and infants	Number



SCHEDULE 4

(clause 19)

Minimum public liability insurance requirements

You must maintain insurance with a minimum single limit for third party liability for any one accident/incident occurrence being of no less than:

1.	2,000 kg <i>MCTOW</i> or less	NZD\$1,000,000
2.	2,001 kg – 10,000 kg <i>MCTOW</i>	NZD\$2,000,000
3.	10,001 kg – 28,000 kg <i>MCTOW</i>	NZD\$25,000,000
4.	28,001 kg <i>MCTOW</i> and greater	NZD\$100,000,000



SCHEDULE 5

(clause 15.2)

Procedure for moving / removing Aircraft by WRAL

In the event that *we* are required to move/remove an aircraft as a result of a failure by *you* to comply with an order issued to *you* under these conditions:

1. *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.

2. In the event that the notice referred to in clause 1 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.



SCHEDULE 6

(clause 13.1)

Common User Conditions

These common user conditions apply to the *Passenger Processing Facilities* at *Hamilton Airport*. If you use our *Passenger Processing Facilities* for checking in or processing passengers you must comply with the conditions in this Schedule 6.

Ground Handling Agents

Where you have an agreement with a *Ground Handling Agent*, the terms of that agreement must not be inconsistent with any terms of these Conditions of Use 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, your employees, agents or contractors.

We will repair and maintain our *Passenger Processing Facilities* at our own expense in circumstances other than those set out in this Schedule 6.

You or your handling agent must:

- a. take proper care of our *Passenger Processing Facilities* and follow our reasonable direction for their use; and
- 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; and
- c. not allow any person except our employees, contractors or agents to repair or modify our *Passenger Processing Facilities*; and
- d. give our employees, contractors or agents reasonable access to inspect and or repair the *Passenger Processing Facilities*; and
- e. prevent your employees, contractors and agents 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 handling agent must:

- a. take proper care of *our Passenger Processing Facilities*, and follow *our* reasonable directions for their use; and
- b. leave *our Passenger Processing Facilities* in a tidy condition; and
- c. ensure rubbish is put in the bins provided and is not dropped or left on *our Passenger Processing Facilities*; and
- d. if required by *us*, remove *your* equipment or stationery at the end of a period of use; and
- e. not do anything, which may adversely affect the efficiency of *our Passenger Processing Facilities*; and
- 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; and
- g. comply with the baggage handling system operational requirements as notified by *us*; and
- h. ensure that the last employee or agent ensures that the baggage handling system is switch off and the baggage shutters are down; and
- 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; and
- j. accept responsibility for the training of *your Personnel* or *your Ground Handling Agent's Personnel* in the use of *our Passenger Processing Facilities*; and
- k. must act reasonably in the use of the *PA 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:

- m. by giving *you* written notice if *you* omit or fail to observe a material condition and do not remedy the breach within 14 days of receiving a written notice from *us* to do so; or
- n. when *you* cease to conduct or provide *Regular Air Transport Operations* at *Hamilton Airport*.



SCHEDULE 7

(clause 5)

Information we require from *you* prior to use

1. *Your* name, address and contact details;
2. Evidence that *you* have a security programme that meets the requirements of *our* security arrangements and any relevant requirements of the Civil Aviation Authority;
3. Reasonable evidence that *you* have emergency procedures that comply with *Hamilton Airport* emergency requirements and applicable laws;
4. Certification confirming that *you* have in place a safety management system to ensure the health, safety and welfare of all persons *you* may be affected by *your* operations at *Hamilton Airport*;
5. The names, addresses, telephone numbers, facsimile numbers, e-mail addresses and all other contact details of *your* key *Personnel* we can contact any time about emergencies, security, operational or financial matters in connection with *your* use of *Hamilton Airport*;
6. Evidence of insurance policies *you* hold that are consistent with the requirements of Schedule 4 and confirmation that these policies will remain current at all times when *you* are using the *Facilities and Services* at *Hamilton Airport*;
7. Ground handling arrangements;
8. Arrangements for the removal of disabled aircraft;
9. Upon request, details of the type, registration and *MCTOW* of each aircraft, which *you* intend to use at *Hamilton Airport*.



SCHEDULE 8

Schedule of amendments

Version	Effective Date	Nature of Amendment
Version 1.0	1 June 2014	New Issue