



Aeronautical Conditions of Use

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2.0 Conditions of Use

- 2.1 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 the *Airport* or *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.
- 2.2 These conditions take effect from 1 October 2020 and continue in force until we replace or waive them.
- 2.3 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, replacement or waiver;
 - (b) by entering into a variation agreement in writing with you; or
 - (c) 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.
- 2.4 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.
- 2.5 Italicised terms used in these *Conditions of Use* have the meaning set out in the dictionary at clause 21. Clause 21 also sets out other rules of interpretation of these *Conditions of Use*.

3.0 Using our Facilities and Services

- 3.1 When using our *Facilities and Services* at the *Airport*, you must comply with:
- (a) all *Legislation*, including the Health and Safety at Work Act 2015 and associated regulations;
 - (b) all directions from any *Authority*;
 - (c) these *Conditions of Use*;
 - (d) the *Aerodrome Operations Manual*;
 - (e) the *Aerodrome Emergency Plan*;
 - (f) all directions related to pavement restrictions;
 - (g) local flying restrictions;

- (h) noise management procedures and or regulations in place from time to time by the relevant *Authority*; and
 - (i) other conditions, instructions, orders, procedures and directions issued by us which are necessary for the safe or efficient day to day operation of activities at the *Airport*.
- 3.2 You must not do anything that puts Queenstown Airport Corporation (QAC) in breach of any *Legislation* or in contravention of a direction by an *Authority*.
- 3.3 In the event of an inconsistency between these conditions and any *Legislation* or direction an inconsistency between these conditions and any *Legislation* or direction 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.

4.0 Acknowledgements

- 4.1 You acknowledge and accept that:
- (a) use of the *Facilities and Services* is subject to the demands of other users of the *Airport*, space constraints and *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 the *Airport*;
 - (c) we have the sole right to determine the priority of use of the *Airport* or, subject to any other specific agreement between us and you, any parts of the *Airport* by you and others;
 - (d) we have the sole right to determine the priority of use of the *Airport* or, subject to any other specific agreement between us and you, any parts of the *Airport* by you and others;
 - (e) you have read and understood our *Aerodrome Operations Manual*; and
 - (f) we are not responsible for the security of aircraft or your other property.

5.0 Excluded Services

- 5.1 For the avoidance of doubt, the *Facilities and Services* 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) Biosecurity Waste Disposal;
- (g) *Apron and Ground Handling Services*;
- (h) Passenger control between the terminal, other buildings or access points and parked aircraft.

5.2 Our charges do not include fees for these services or fees for things we provide outside the scope of these conditions.

6.0 Information we require before you use our facilities and services

6.1 If you conduct *Regular Air Transport Operations* at the *Airport* you must provide us with all the information listed in Schedule 6.

6.2 You must provide us with details of any changes made to information described in clause 6.1 within 30 days of such change.

6.3 For non-*Regular Air Transport Operations* and *General Aviation* operations with aircraft that exceed 5700kg *MCTOW*, you must submit a movement request to us by hand or via our website prior to operating. We or our nominated schedule facilitator will review the request and allocate a parking position if the movement can be facilitated.

7.0 Charges

7.1 If you operate an Aircraft at Wanaka Airport, then you must pay QAC charges for using our *Facilities and Services* which, subject to any written agreement to the contrary, are calculated in accordance with Schedule 3 as varied from time to time.

7.2 The first of a session of movements is charged at the Landing fee rate, subsequent movements in a continuous series of 'Touch and Go' or 'Go around' are not charged.

7.3 You acknowledge that QAC may verify aircraft movements by means including, but not limited to:

- (a) Recorded radio calls;
- (b) ADS-B data; and
- (c) CCTV recordings.

7.4 We will use our best endeavors to maintain the confidentiality of any information that we collect, which you advise is commercially sensitive, subject to the following:

- (a) we may use the information for the purpose of 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 'total aircraft movement' data for the Airport, which we may disclose into the public domain; and
- (c) we may disclose the information if we obtain your consent to do so in writing, or if we are required to do so by law.

7.5 The charges for using our *Facilities and Services* at the *Airport*:

- (a) accrue from day to day; and
- (b) are payable in New Zealand dollars.

7.6 Subject to Section 9.0, you must pay the charges shown on the invoice as owing within the time stated for payment in the invoice by one of the methods shown in the invoice.

7.7 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.

8.0 GST

8.1 Unless otherwise indicated, all consideration for a supply under these *Conditions of Use* is quoted exclusive of GST imposed on the supply.

8.2 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.

8.3 GST applicable to the charges must be paid at the same time the charges are paid under these *Conditions of Use*.

9.0 Late Payments and Non-Payment

9.1 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 18% 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 the *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 9.2;
 - 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 proceeding against you for all money due and payable in which case you must pay all our costs on a full indemnity basis.
- 9.2 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* of 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 the invoice.
- 9.3 Unless we give you express written consent you are not permitted to make any set-off against or deduction from any amount payable.

10.0 Information Generally

- 10.1 You can contact us at the address and by any of the means set out in Schedule 1.
- 10.2 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 given us.
- 10.3 The following details are available from us on request:
- (a) *Aerodrome Operations Manual*;
 - (b) *Aerodrome Emergency Plan* and associated procedures; and
 - (c) which of our *Facilities and Services* at the *Airport* are available for you to use.
- 10.4 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.

11.0 Airport Closed or Services Unavailable

- 11.1 We will endeavour to keep our *Facilities or 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 necessary:

- (a) for operational purposes;
- (b) for maintenance purposes
- (c) for development purposes
- (d) for special events including, but not limited to, Warbirds over Wanaka Airshows, and NASA Balloon Launches
- (e) in the event of any circumstances beyond our reasonable control; or
- (f) where we are required to do so by any *Legislation*.

11.2 To the extent reasonable possible, we will endeavour to notify you before we make any service or facility at the *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 and services shall be at your sole discretion. You acknowledge that, in doing so we will balance all the needs of affected parties so far as we reasonably can.

12.0 Ground Handling

- 12.1 We may require you to nominate a licensed *Ground Handling Agent(s)* for the provision of *Ground Handling Services* for your aircraft at the *Airport*.
- 12.2 Any person or company that provides *Ground Handling Services* to your aircraft at the *Airport*, must be licensed by us in accordance with our standard Ground Handling License.

13.0 Moving Aircraft

- 13.1 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, at your cost and within a specified time, being a period that we consider, in all the circumstances to be reasonable:
- (a) Move an aircraft to another position at the *Airport*; or
 - (b) Remove an aircraft from the *Airport*;
- 13.2 If you do not comply with an 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 by your failure to comply with our order.

14.0 Breach of these Conditions of Use

- 14.1 In addition to clause 10, we may, subject to our obligations under any *Legislation*, give you 7 day notice in writing not to use our *Facilities and Services* at the *Airport* if you do not comply with these conditions.
- 14.2 If you do not comply with an 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 access to the *Airport* or any *Facilities and Services*.
- 14.3 We may stop you from using our *Facilities and Services* at the *Airport* if you do not comply with any notice given to you by us pursuant to this clause.
- 14.4 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 the *Airport* or our *Facilities and Services*.

15.0 Liability and Indemnities

- 15.1 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 the *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 the *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.
- 15.2 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 at yours or your crew or passengers at the *Airport*; or
 - (b) claims for personal injury or death to your employees, air or ground crew, contractors or passengers at the *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 QAC;

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

- 15.3 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 the *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 the *Airport* or any part of it referred to in (a) or (b) of this clause.
- 15.4 You indemnify and hold us harmless against all claims, actions, losses and expense 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*.

16.0 Warranties and Conditions

- 16.1 Subject to this clause, we do not make any representation or warranty in connection with the use of the *Airport* or the *Facilities and Services*.
- 16.2 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 warrant or condition is limited to:
- (a) in the case of goods, one 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
 - (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.
- 16.3 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.

17.0 Insurance

- 17.1 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.
- 17.2 You must upon request produce evidence to our reasonable satisfaction of the insurances required under clause 17.1.

18.0 Miscellaneous

- 18.1 These conditions constitute an agreement between the parties as to its subject matter.
- 18.2 These conditions are to be governed by and construed in accordance with the laws of New Zealand. Both parties irrevocable and unconditionally agree that the Courts of New Zealand have jurisdiction to hear and determine any proceedings brought in relation to these conditions.
- 18.3 These conditions do not create any lease, tenancy or interest in the *Facilities and Services* at the *Airport*.

19.0 Dictionary and Rules of Interpretation

- 19.1 In these *Conditions of Use*:

Airport means Wanaka Airport, Wanaka, New Zealand.

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

Aerodrome Operations Manual means the relevant components of Wanaka Airport's manual regarding the operations of the Airport as amended, as made available or otherwise provided to you, from time to time.

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 & 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*.

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

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

Facilities and Services means our facilities and services set out in Schedule 2 in respect of Wanaka Airport (as applicable), except to the extent that those facilities are provided to you under a separate contract, lease, license or other authority from us.

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 ground handling licence.

Ground Handling Services means ground handling services at the *Airport*, being those services that are listed in Annex A of the *IATA* standard ground handling agreement, , dated January 2018 or such later edition as may be approved by QAC 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.

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.

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.

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*.

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).

QAC means Queenstown Airport Corporation Limited.

QLDC means the Queenstown Lakes District Council.

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.

we or **us** or **ours** means Queenstown Airport Corporation Limited and includes our successors and assigns.

website means our world wide web page at the URL www.wanakaairport.com

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* 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 the *Airport* are used and includes your executors, administrators, successors and assigns.

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

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

- I. a document agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaces or novated;
- II. anything (including a right, obligation or concept) includes each part of it;
- III. “include” (in any form) or “such as” when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- IV. the singular includes the plural and the plural the singular; and
- V. a party or a body is a reference to that party’s or body’s successor or permitted assign.

19.4 If you are, at any time, made up of more than one person or company, then an obligation of those persons or companies is joint and several and a right of those persons or companies is held by each of those persons or companies separately.

19.5 If any part of these conditions are 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.

19.6 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.

Schedule 1 – Contact Information

Address for service of notices on QAC:

By post: Wanaka Airport Operations Manager
Queenstown Airport Corporation Ltd
PO Box 2641
Queenstown 9349
New Zealand

By email: admin@wanakaairport.com

By telephone: +64 (3) 443 1112

Schedule 2 – Facilities and Services

Wanaka Airport – Airside movement facilities and services

- Airside grounds, runways, taxiways and *Aprons*, and associated markings
- Airside safety as prescribed in our *Aerodrome Operations Manual*
- Aerodrome serviceability inspections and reporting
- Aircraft parking areas
- Wind direction indicators
- Information published in the Aeronautical Information Publication New Zealand

Wanaka Airport – Passenger processing facilities

- Landside roads, landside lighting and landside car parks.

- To confirm the use of these *Facilities and Services*, please contact QAC prior to arrival or departure.

Schedule 3 – Charges for All Aircraft (Wanaka Airport)

Subject to written agreement to the contrary, the following charges apply to the use of *Facilities and Services* by all aircraft at Wanaka Airport.

Landing Charge – All Aircraft (Wanaka Airport)

A landing charge is payable in respect of each arriving aircraft based on MCTOW of the aircraft as set out in the table below.

| Aircraft MCTOW (kg) | Charge (incl GST) |
|---------------------|-------------------|
| 0 to 1,500 | \$13 |
| 1,501 – 2,500 | \$19 |
| 2,501 – 3,000 | \$31 |
| 3,001 – 4,000 | \$43 |
| 4,001 – 5,000 | \$55 |
| 5,001 – 8,000 | \$112 |
| 8,001 – 12,000 | \$146 |
| 12,001 – 18,000 | \$204 |
| 18,001 – 20,000 | \$272 |
| 20,001 – 25,000 | \$362 |
| 25,001 and greater | By negotiation |

Aircraft Parking Charge (Wanaka Airport)

For each aircraft parked in a designated aircraft parking area for a period exceeding twenty four hours, an aircraft parking charge based on the aircraft MCTOW is payable per calendar day or part thereof as set out in the table below.

| Aircraft MCTOW (kg) | Charge (incl GST) |
|---------------------|-------------------|
| 0 to 1,500 | \$10 |
| 1,501 – 2,500 | \$15 |
| 2,501 – 3,000 | \$25 |
| 3,001 – 4,000 | \$35 |
| 4,001 – 5,000 | \$45 |
| 5,001 – 8,000 | \$95 |
| 8,001 – 12,000 | \$125 |
| 12,001 – 18,000 | \$175 |
| 18,001 – 20,000 | \$235 |
| 20,001 – 25,000 | \$315 |
| 25,001 and greater | By negotiation |

For the purposes of this schedule 3, “designated aircraft parking area” means an aircraft parking area owned, leased or managed by QAC other than an aircraft parking area which is subject to a current lease or license granted by QAC or QLDC.

Schedule 4 – Minimum Public Liability Insurance

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. 10,000 kg <i>MCTOW</i> or less | NZD\$2,000,000 |
| 2. 10,001 kg – 28,000 kg <i>MCTOW</i> | NZD\$10,000,000 |
| 3. 28,001 kg <i>MCTOW</i> and greater | NZD\$50,000,000 |

Schedule 5 – Procedure for Moving / Removing Aircraft by QAC

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

1. We will, where applicable, follow procedures for the recovery of disabled aircraft set out in our *Aerodrome Operations Manual*.
2. In other circumstances, 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. In the event that 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.

Schedule 6 – Information Required Prior to Use

1. Your name, address and contact details;
2. Evidence that you have and maintain relevant Civil Aviation Rule Part Certification requirements of the Civil Aviation Authority;
3. Reasonable evidence that you have emergency procedures that comply with the *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 the *Airport*;
5. The names, addresses, telephone numbers, , email 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 the use of the *Airport*.
6. Evidence of insurance policies you hold that are consistent with the requirements of Schedule 7 and confirmation that these policies will remain current at all times when you are using the *Facilities and Services* at the *Airport*;
7. Ground handling arrangements;
8. Arrangements for the removal of disabled aircraft;
9. Details of the type, registration and MCTOW of each aircraft, which you intend to use at the *Airport*.

Schedule 7 – Schedule of Amendments

| Version | Effective Date | Nature of Amendment |
|-------------|----------------|--|
| Version 1.0 | 1 July 2012 | New Issue. |
| Version 2.0 | 1 Oct 2020 | Reflecting updates of manuals, minor wording changes, updating facilities, removing references to Queenstown Airport |