

AERONAUTICAL CONDITIONS OF USE

for

INVERCARGILL AIRPORT

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Certificated:	CAA NZ AD 36166
Operated by:	Invercargill Airport Limited
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Invercargill Airport Limited (IAL) operates the certificated aerodrome at Invercargill and is responsible for ensuring the aeronautical and land side facilities are maintained to ensure the safety and security of airport users. Invercargill is situated on the south coast of the South Island of New Zealand, located close to the internationally famous tourist attractions of Queenstown, Fiordland, Stewart Island and The Catlins.

The Invercargill Airport is 3km from Invercargill's city centre and 28km from the Port of Bluff. Our regular air transport services provide connections to all main airports including scheduled direct flights to Christchurch, Wellington, and Auckland (operated by Air New Zealand), Stewart Island (operated by Stewart Island Flights) and regular national and international charter flights. Approximately 350,000 passengers use the airport facilities annually.

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 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.
- 1.2 These conditions have been reviewed and take effect from 1st April 2021 and continue in force until IAL 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 publishing such changes with at least 30 days prior notice of the change(s).

- b) After consultation with you or Relevant Industry Bodies, where pricing consultation is required by law, or where we consider such consultation is reasonably necessary or desirable in the circumstances;
- c) Following a review of the Per Passenger Charge where pricing consultation is required by law, or where we consider such consultation is reasonably necessary or desirable in the circumstances;
- d) Following the commissioning of new Development Assets or recommissioning of existing or refurbished Development Assets (if applicable) and:
 - (i) the introduction of changes to Development Assets Charges: or
 - (ii) an annual review of the Development Assets Charges, where pricing consultation is required by law, or where we consider such consultation is reasonably necessary or desirable in the circumstances;
- 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, the *Airports Conditions of Use* 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. (NZAIP)

1.5 Italicised terms used in these *Conditions of Use* have the meaning set out in the glossary 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 the *Airport*, you must comply with:

- a) all Legislation, including the Health and Safety at Work Act 2015 and the Civil Aviation Act 1990, and associated regulations;
- b) all directions from any Authority;
- c) these *Conditions of Use*;
- d) Airside Safety and Driving rules and regulations published by Invercargill Airport;
- e) The National Aviation Security programme and the Civil Aviation Act to meet the security requirements as a security designated aerodrome;

- f) the Aerodrome Emergency Plan;
- g) all directions related to pavement restrictions;
- h) local flying restrictions;
- i) noise management procedures and or regulations in place from time to time by the relevant Authority; and
- j) all 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*.

2.2 You must not do anything which could be considered an act or omission that puts you in breach of any Legislation or in contravention of a direction by an Authority.

2.3 Subject to you complying in all respects with the Conditions, we shall permit you, your employed personnel, and your pre-approved vehicles to have ground access to the Airside Area subject to the conditions set out in clause 2.4.

2.4 You must hold all relevant permits and licences:

You shall ensure that each person who is an Employed Personnel always:

- a) has a CAA-issued *Airport Identity Card (AIC)* where airside access is required, and complies with the conditions of issue of that *Airport Identity Card (AIC)*;
- b) when in the Airside Area, displays that *Airport Identity Card (AIC)* above the waist on the front of outer garments; or
- c) if the individual is a pilot, carries a current NZ pilots licence and a current form of photo identification issued by the government of New Zealand.
- d) if that person has a IAL-issued Proximity Access Card (whether combined with that person's *Airport Identity Card (AIC)*), complies with the conditions of issue of that Proximity Access Card;
- e) has operational reasons to access the Airside Area, and only accesses the Airside Area for those reasons;
- f) where appropriate, holds a current New Zealand driver's licence that is (where appropriate) endorsed with a company or industry licence to cover the specific types of vehicles and/or equipment to be operated; and
- g) where required, holds a current Airside Driving Permit and is conversant with the contents of the Airside Driving Permit Rules.

2.5 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 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*, Apron, Runways, Taxiways, and Stands or, subject to:
 - (i) any other specific agreement between us and you, and
 - (ii) any parts of the *Airport* by you and others;
- d) We are not responsible for the security of aircraft and/or your other property.

4 Excluded Services

4.1 For the avoidance of any 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) Quarantine Waste Disposal;
- f) Apron and Ground Handling Services;
- g) Passenger control between the terminal, other buildings or access points and parked aircraft.
- h) Border Control agency requirements including Customs, Aviation Security and Biosecurity.

4.2 Our charges do not include fees for these services or fees for services 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 Schedule 8.

- 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 submit a movement request to us via phone call, email, fax, 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. In the event that we cannot facilitate your request, you will be advised directly.

6 Flight schedule information

- 6.1 If you conduct Regular Air Transport Operations at the *Airport*, you must provide us with your schedule information.
- 6.2 We 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 the *Airport*.

7 Provision of Information relating to Charges

- 7.1 If you provide Regular Air Transport Operations at Invercargill *Airport*, then you must provide to us, (as set out in Schedule 3 Part 4), within 5 business days of 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 per flight on your Piston, Turboprop, Domestic Jet or International Jet aircraft operating at Invercargill *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);
 - c) details of the type of each aircraft which you use at Invercargill *Airport*, if you have not already done so; and
- 7.2 If you provide Regular Air Transport Operations at Invercargill *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.
- 7.3 If you operate RPT General Aviation or Helicopters at Invercargill *Airport*, then you must provide to us (if required by the *Airport*), within 5 business days of 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 and Disembarking Passengers per flight on your aircraft operating at the *Airport* for the previous month;
 - b) any further disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 3 (Parts 3 and 4); and
 - c) details of the type, registration and MCTOW of each aircraft, which you use at the *Airport*.
- 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) 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
 - b) 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 7.1
- 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 use our best endeavours to 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 *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 domestic passenger' or 'total international passenger' data for the *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 the *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 if 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 Invercargill *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) for BHS; and
 - (iii) when Development Assets are commissioned, Development Assets Charges as may be applicable;
- b) conduct General Aviation and Helicopters at Invercargill *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 3) as may be varied from time to time;

8.2 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.

8.3 Subject to clause 10, you must pay the charges shown on the invoice as owing within the time stated for payment in the invoice by the method shown on the invoice.

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 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.
 - b) refuse to allow any or all of your aircraft to use our Facilities and Services at the *Airport* by trespass notice, refusal of clearance to take off or land 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 the invoice.
- 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 addresses 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) Aerodrome Emergency Plan and associated procedures;
 - b) Airside safety and driving rules and policies;
 - c) Which of our Facilities and Services at the *Airport* are available for you to use;
- 11.4 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.

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 the purposes of safety to life, aircraft, or facilities
 - c) for maintenance purposes;
 - d) for development works;
 - e) for special events;
 - f) in the event of any circumstances beyond our reasonable control; or
 - g) 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 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 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 7.

14 Ground handling

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

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 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 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 the *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 the *Airport* or any Facilities and Services.
- 16.3 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.

- 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 the *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 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.

- 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 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 19.1, any breach of any warranty, representation, obligation or
- e) other provision of these *Conditions of Use* by IAL; 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 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.

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 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 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 the *Airport*.

21 Dictionary and rules of interpretation

21.1 In these *Conditions of Use*:

Airport means Invercargill *Airport*, Invercargill.

Airport Identity Card (AIC) means an *Airport Identity Card (AIC)* issued by the Aviation Security Service, or its agent, on behalf of the Director of Civil Aviation under Civil Aviation Rule Part 19 after screening of the relevant person, and which carries a photograph of the relevant person

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

Airside means:

- a) that part of an *Airport* used by aircraft, or those supporting aircraft operations, for loading and unloading, taxiing, and take-offs and landings. and
- b) any other areas designated as such by us in accordance with any relevant Legislation or requirements

Airside Safety Regulations means Airside Safety Regulations issued by IAL from time to time, which forms part of IAL'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 body 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.

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.

Base Aeronautical Assets means those terminal and airfield assets considered as part of any pricing consultation.

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

Business Day mean every day except Saturdays, Sundays or a public holiday in Southland.

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

Check-in counter equipment means the baggage injectors, 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 Invercargill *Airport*, that we may, in consultation with the airlines conducting Regular Air Transport Operations at Invercargill *Airport*, develop in accordance with the principles, assumptions and process in any the pricing consultation procedure.

Development Assets Charges means the charges payable by Regular Air Transport Operations at Invercargill *Airport* to gain access to, and use, the Development Assets (as applicable) that are set in accordance with the principles, assumptions and process in any the pricing consultation procedure.

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:

- a) our facilities and services set out in Schedule 2 in respect of Invercargill *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 that is contracted to provide Ground Handling Services at the *Airport*.

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 IAL.

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

IAL means Invercargill *Airport* Limited.

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.

MCTOW means for an aircraft the maximum certified 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 *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 (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, the *Airport* on company duty travel for the purpose of positioning for, or returning from, crewing duties.

Person under your Control means any employee, agent or contractor of yours and any other person in or about the *Airport* at any time at the request or invitation or direction of you.

Proximity Access Card means a proximity access card issued by us to any person in possession of an Aviation Identity Card (AIC) to provide that person with airside access and to manage airside access of persons and vehicles.

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 6.

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

We or **us** or **ours** means Invercargill *Airport* Limited and includes our successors and assigns.

Website means our world wide web page at the URL www.invercargillairport.co.nz.

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.

Vehicle means a motor vehicle, specialist equipment and any other vehicle, motorised or not, for use as ground transport or maintenance servicing for which you have obtained our approval to use on the *Airport*

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

- a) document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaces or novated;
- b) Anything (including a right, obligation or concept) includes each part of it
- c) "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;

- 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.

- 21.3 If you are, at any time, made up of more than one person or company, then an obligation of those person or 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.
- 21.4 If any part 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.
- 21.5 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.

SCHEDULE 1

Contact Information

Address for service of notices on IAL:

By post:

Operations Manager
Invercargill *Airport* Ltd
PO Box 1203
Invercargill 9840
New Zealand

By e-mail:

admin@invercargillairport.co.nz

By telephone:

+64 (3) 214 0770

SCHEDULE 2 - Facilities and Services

1 Invercargill Airport - Airside movement facilities and services:

(on-site but not necessarily owned by IAL)

- (i) Airside grounds, runways, taxiways and Aprons, and associated markings
- (ii) Airside roads/access routes, airside lighting
- (iii) Airside safety as prescribed in our Policy Manual
- (iv) Aerodrome serviceability inspections and reporting
- (v) Rescue and Fire Fighting
- (vi) Aircraft parking areas
- (vii) Visual navigation aids
- (viii) Wind direction indicators
- (ix) Information published in the Aeronautical Information Publication New Zealand
- (x) GSE parking,
- (xi) Gravity Fed Aircraft Waste system
- (xii) Aircraft wash pad
- (xiii) All fuel bowsers, pumps and associated pads

2 Invercargill Airport - Passenger processing facilities

- (i) Passenger queuing areas
- (ii) Departure Gates
- (iii) Terminal passenger lounges - public
- (iv) Immigration, customs and bio-security areas
- (v) Public address systems, closed circuit surveillance systems and security systems
- (vi) Baggage make-up, baggage handling systems and baggage reclaim
- (vii) public areas in terminals,
- (viii) public amenities,
- (ix) Flight information display systems (FIDS),
- (x) Landside roads, landside lighting and covered walkways,
- (xi) public parking areas.
- (xii) passenger security screening lanes
- (xiii) customer service support
- (xiv) baggage trolleys
- (xv) Queuing areas

SCHEDULE 3 – Part 1

1 Charges for Regular Air Transport Operations (Invercargill Airport)

- 1.1 Published Base Aeronautical Charges will apply for Regular Air Transport Operations (Invercargill Airport) and can be viewed on our website at www.invercargillairport.co.nz.

2 Per Passenger Charges

- 2.1 These charges are payable per each Disembarking and Embarking Passenger on aircraft arriving or departing through the Invercargill Airport terminal:

3 Review of Per Passenger Charge

- 3.1 The Per Passenger Charge will be reviewed annually and any changes would be implemented in accordance with the principles, assumptions and process in any pricing consultation procedure.

4.1 Other charges as agreed

Development and security charges where agreed between IAL and user.

SCHEDULE 3 – Part 2

1 Charges for BHS

- 1.1 This part 2 of Schedule 3 outlines how charges for the use of the BHS and BMU area will be made. The charges for the use of the BHS and BMU area that are specified in this Part 2, Schedule 3 have been agreed with the airlines and other users of the BHS and BMU area. The method of calculating the charge, the basis for revising the charge, the overall level of the charge and the basis on which specific operating expenses will be allocated and invoiced to the users of the BMU area have been negotiated with the users of the BHS and BMU.
- 1.2 The use of the BMU facility will be shared by the airlines operating from Invercargill Airport.
- 1.3 The charges will be for use of the BHS equipment and for use of the BMU area. The charges will be revised annually.

2 Specific Operating Expenses

- 2.1 Specific operating expenses will be allocated between, and invoiced to, the users of the BMU facility based on a moving 12 month total of departing passenger numbers. Specific operating expenses will include, but are not limited to, expenses directly identifiable with the BMU facility like periodic cleaning, electricity and BHS maintenance. The allocation of specific operating expenses between users will be based on a simple percentage of usage.

SCHEDULE 3 – Part 3

1 Charges for General Aviation and Helicopters (Invercargill Airport)

- 1.1 Charges apply to the use of Facilities and Services by General Aviation and Helicopters at Invercargill Airport. These charges are found on the Invercargill Airport website – www.invercargillAirport.co.nz. Charges are levied against the registered owner/operator of the aircraft.

2 Aircraft Parking Charge – General Aviation including Helicopters (Invercargill Airport)

- 2.1 Aircraft parked in a designated aircraft parking area for a period of excess of six hours will incur aircraft parking charges. These charges are found on the Invercargill Airport website – www.invercargillairport.co.nz. For the purposes of this schedule 3, 'designated aircraft parking area' means an aircraft parking area owned or leased by IAL other than an aircraft parking area which is subject to a current lease or license granted by IAL.

3 Stand Allocation – All flight operations

- a) Stands 1, 2, and 3 are reserved for resident operators or their nominated agents operating out of Invercargill Airport. General Aviation use of these stands are at the discretion of IAL management, and will require advanced notice. General Aviation itinerant aircraft at or above 2000kgs MCTOW may use stands 4 and 5. General Aviation itinerant aircraft below 2000kgs MCTOW are expected to use the general aviation apron located on the eastern end of the apron. Passengers remain the responsibility of the operator (PIC and/or ground staff) at all times.

4 General Aviation Passengers

- a) General Aviation aircraft offloading passengers from stand 4 or 5 may use the pedestrian gate on the western side of the Airport Fire Service Station, or the terminal building via the pedestrian walkway (fees may be charged). General Aviation passengers offloaded at the GA apron are to use the aeroclub (colocated with Southern Wings) facilities during operating hours, or the Airport Fire Service pedestrian gate outside of hours. Passengers remain the responsibility of the operator (PIC and/or ground staff) at all times.
- b) Passengers offloaded from aircraft on stands 4 or 5 are to be escorted by the flight crew through the security barriers. Passengers offloaded on the General Aviation apron may be offloaded without escort provided that they have been briefed on their expected routes of travel. Under no circumstances are General Aviation passengers to be offloaded from fixed or rotary wing aircraft onto the apron west of stand 4. Passengers remain the responsibility of the operator (PIC and/or ground staff) at all times.

SCHEDULE 3 – Part 4

1 Information Requirements

1.1 If you are subject to passenger-based charges under this Schedule 3, you must provide the following information under Clause 7.1 of these conditions.

a) Information required:

- (i) IAL account name
- (ii) Your debtor account number
- (iii) Your carrier code -The two/three letter flight code assigned by IATA for you. e.g. NZ
- (iv) Flight number - The number the flight operated under
- (v) Aircraft Type - ICAO code – e.g. A320
- (vi) Flight status - International or Domestic I or D (one letter)
- (vii) Movement type - Landing or take-off L or T (one letter)
- (viii) Available seats - Total number of seats made available for sale on segment.
- (ix) Origin *Airport* - ICAO 4 letter code
- (x) Destination *Airport* - ICAO 4 letter code
- (xi) Date of movement DD/MM/YYYY (Local time)
- (xii) Time of movement 24hr – HH:MM
- (xiii) Aircraft Registration e.g. ZKABC
- (xiv) The total number of passenger on the flight, including children and infants.
- (xv) Number of positioning crew on the flight (excluding operational crew)

SCHEDULE 4**1 Minimum public liability insurance requirements.**

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

Operation undertaken	Limit required
a) 10,000 kg MCTOW or less	NZD\$2,000,000
b) 10,001 kg – 28,000 kg MCTOW	NZD\$10,000,000
c) 28,001 kg MCTOW and greater	NZD\$50,000,000

SCHEDULE 5

1 Procedure for moving/removing Aircraft by IAL

- 1.1 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:
- 1.2 We will, where applicable, follow procedures for the recovery of disabled aircraft set out in our exposition.
- 1.3 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.
- 1.4 In the event that the notice referred to in paragraph 1.3 above is not practicable, we will notify you as soon as possible.

SCHEDULE 6

1 Relevant Industry Bodies

1.1 Industry bodies referred to in these conditions include:

- (i) Board of Airline Representatives New Zealand
- (ii) Invercargill *Airport* Users Group
- (iii) NZ *Airports* Association
- (iv) International Air Transport Association and,
- (v) any other organisation that we agree, in writing, is to be considered an industry body for the purposes of this document.

SCHEDULE 7

1 Common User Conditions

- 1.1 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 7.

2 Ground Handling Agents

- 2.1 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.

3 Repairs and Maintenance

- 3.1 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.
- 3.2 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.

4 Allocation of our Passenger Processing Facilities

- 4.1 We will:
- a) allocate our Passenger Processing Facilities to you in accordance with our requirements to meet all user's needs; 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.

- 4.2 The allocations will be at our absolute discretion to achieve efficient operation of the *Airport*. Agree, it must be us who make the decision

5 General conditions

- 5.1 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;
- 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 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.
- m) Keep the BMU and the baggage reclaim areas free form extra extra storage items. They are not storage areas and must not be used as such. Not worded well, but needs to be considered.

6 Termination

6.1 We may terminate your right to use our Passenger Processing Facilities immediately:

- a) 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
- b) when you cease to conduct or provide Regular Air Transport Operations at the *Airport*.

SCHEDULE 8

1 Information we require from you prior to use:

- (i) Your name, address and contact details;
- (ii) Where required, evidence that you have a security programme that meets the requirements of our security arrangements and any relevant requirements of the Civil Aviation Authority;
- (iii) Where required, evidence that you have emergency procedures that comply with *Airport* emergency requirements and applicable laws;
- (iv) Where required, 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*;
- (v) 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 the *Airport*;
- (vi) 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 the *Airport*;
- (vii) Ground handling arrangements should ground handling be required;
- (viii) Arrangements for the removal of disabled aircraft;
- (ix) Details of the type, registration and MCTOW of each aircraft, which you intend to use at the *Airport*.

SCHEDULE 9

Schedule of Amendments

Version	Effective Date	Nature of Amendment
Version 1	1 April 2021	