



Aeronautical Conditions of Use

Schedule of Amendments

Version	Effective Date	Nature of Amendment
1	1 July 2020	New Document
2	1 November 2020	Revision to Schedule 3



Aeronautical Conditions of Use

Table of Contents

1	Conditions of Use	3
2	Using our Facilities and Services	3
3	Acknowledgements	4
4	Excluded Services	4
5	Information we require before you use our <i>facilities and services</i>	5
6	Flight schedule information	5
7	Provision of Information relating to Charges	5
8	Charges	6
9	GST	6
10	Late payments and non-payment	7
11	Information generally	7
12	Airport closed or services unavailable	8
13	Ground handling	8
14	Moving aircraft	8
15	Breach of these Conditions of Use	9
16	Liability and Indemnities	9
17	Insurance	10
18	General	11
19	Dictionary and rules of interpretation	11
SCHEDULE 1	.....	14
SCHEDULE 2	.....	15
SCHEDULE 3	.....	16
SCHEDULE 4	.....	18
SCHEDULE 5	.....	19
SCHEDULE 6	.....	20



Aeronautical Conditions of Use

HAWKE'S BAY AIRPORT LIMITED (HBAL) 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 the 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 take effect from **01 July 2020** and continue in force until we amend them.
- 1.3 Subject to clauses 1.4 and any obligations we have to consult under applicable *Legislation*, we may amend these Conditions of Use from time to time by posting amended Conditions of Use to our *website* at <https://hawkesbay-airport.co.nz/facilities/aviation-facilities>, and the amended Conditions of Use will apply to the use of *Facilities and Services* used by you following the posting of such notice.
- 1.4 These Conditions of Use will be deemed to be varied with immediate effect:
- (a) if a change in *Legislation* occurs, to the extent necessary to give effect to such legislative change;
 - (b) if a mandatory direction is issued by any *Authority* to the extent to give effect to such direction;
 - (c) to give effect to any specific corrective or preventative action in relation to hazards to the extent necessary to give effect to such action; and
 - (d) 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 (AIP).
- 1.5 Italicised terms used in this agreement have the meaning set out in the dictionary at clause 19.

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 associated regulations;
 - (b) All directions from any *Authority*;
 - (c) These Conditions of Use;
 - (d) *HBAL's* Safety Management System Manual, including the *Operations Manual*, Rescue Fire Manual, *Emergency Plan* (and such other documentation as notified to you by us);
 - (e) The *Aerodrome Security Programme*;
 - (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*;
 - (i) Any promulgated and current NOTAM's or Method of Works Plans;

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 3 of 20

Aeronautical Conditions of Use

- (j) All direction, restrictions and conditions notified in the Aeronautical Information Publication relevant to the Airport; and
 - (k) 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 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.
- 2.4 In the event of an inconsistency between these Conditions of Use and any written agreement we have entered into with you, the provisions of such written agreement with you will prevail to the extent of any inconsistency.
- 2.5 You must not do anything other than land, take off, taxi, fuel and park your aircraft. Anything outside of this must first be discussed with us and will solely be at our discretion.

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 or, subject to any other specific agreement between us and you, any parts of the Airport by you and others;
 - (d) You have read and understood HBAL's Safety Management System Manual and any other relevant documents.
 - (e) We are not responsible for the security of aircraft or your other property.

4 Excluded Services

- 4.1 The *Facilities and Services* referred to in this document do not include the following:
- (a) Air traffic services;
 - (b) Air Navigation Services;
 - (c) Meteorological Services;
 - (d) *Ground Handling Services*;
 - (e) Engineering Services;
 - (f) Hangar Facilities;
 - (g) Quarantine Waste Disposal;
 - (h) Lavatory Services;
 - (i) *Apron and Ground Handling Services*;
 - (j) Passenger control between the terminal, other buildings or access points and parked aircraft; or
 - (k) In-terminal passenger facilities (including passenger processing facilities),



Aeronautical Conditions of Use

- 4.2 each of the above services being outside the scope of these Conditions of Use. Our charges do not include fees for the above services or fees for things we provide outside the scope of these Conditions of Use.
- 4.3 Any operator requiring access to our in-terminal passenger facilities is required to enter into a separate Passenger Facilities Licence.

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 6.
- 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 *General Aviation* operations wishing to park aircraft on the *Apron* must contact us not later than 48 hours prior to arrival and provide us all of the following information:
- Organising Agent;
 - Ground Handler;
 - Aircraft Registration Number;
 - Aircraft Type;
 - Wingspan;
 - Date in with ETA;
 - Date out with ETD; and
 - Passenger numbers.

All aircraft will be subject to a daily parking fee.

- 5.4 *General Aviation* operations wishing to park aircraft at the Airport for a period of more than 1 day will be subject to a daily parking fee and must contact us to advise length of stay and obtain our approval first.

6 Flight schedule information

- 6.1 If you conduct *Regular Air Transport Operations* at the Airport, you must provide us with your planned schedules as soon as reasonably practicable.
- 6.2 We must be advised by you of any amendments to the flight schedule data you provided it 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 You must provide to us, and in the format directed by us (as set out in Schedule 3), within 24 hours of each day 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 landings made by each of your aircraft operating at the Airport
 - (b) Details of the registration and *MCTOW* of each aircraft operating at the Airport,
- 7.2 If you do not comply with clause 7.1, then you agree that we may charge you for use of our *Facilities and Services* based on information provided to us by Airways New Zealand.
- 7.3 You acknowledge that we may verify from time to time information you have provided to us by means including, but not limited to:

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 5 of 20

Aeronautical Conditions of Use

- (a) Reference data collected by Airways New Zealand Limited;
 - (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 landings made by aircraft operated by you.
- 7.4 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 and the information collected by us under clause 7.3.
- 7.5 If we have concerns over the accuracy of the information provided under clause 7.1:
- (a) we will convey our concerns to you and you will respond to us within five *business days*; and
 - (b) If after receipt of your response, or you fail to respond, we remain concerned that the information is not accurate we may arrange for the data to be audited. If the audited result varies from the your data by more than 2% the costs of the audit will be met by you.
- 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 its 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 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 disclose the information if you agree to the disclosure in writing, or if we are required to do so by law.

8 Charges

- 8.1 You must pay us charges for using our *Facilities and Services* which, subject to any written agreement to the contrary, calculated in accordance with Schedule 3 as 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 by the later of:
- (a) The 20th day of the month after the month to which the invoice relates; and
 - (b) 14 days after the date it receives 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 actual further costs in the charges payable by you.

9 GST

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 6 of 20



Aeronautical Conditions of Use

- 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 the amount of any charge which is properly owed and is not in dispute is not paid within the period specified in clauses 8.3 (without prejudice to any other remedies), we may (without limiting any other remedies available to us):
- (a) Charge interest on the amount for the period it is unpaid at the rate of 12% per annum; and/or
 - (b) Refuse to allow any or all of your aircraft to use its *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 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 that we intend to do this; and/or
 - (e) Commence proceedings against you for all monies due and payable, in which case you must pay all our costs on a full indemnity basis.
- 10.2 If you consider that we have incorrectly calculated the amount of charges payable by you in an invoice you:
- (a) may dispute the amount in an invoice by giving us written notice within 7 days of receiving the invoice identifying the amount in dispute and the reasons for the dispute;
 - (b) must pay any balance of the invoice that is not in dispute within the time specified in clause 8.3; and
 - (c) if, after allowing a reasonable period for discussions, the dispute is not resolved, *HBAL* may determine the amount to be paid by you. You will pay the correct amount as agreed or determined by us within the period specified in clause 8.3 after receiving an invoice from us for that amount.
- 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:

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 7 of 20



Aeronautical Conditions of Use

- (a) *HBAL's* Safety Management System Manual
 - (b) Emergency Plan and associated procedures;
 - (c) Which of our *Facilities and Services* at the Airport are available for you to use; and
 - (d) ICAO Type A Obstacle Chart
- 11.4 We may charge you reasonable fees 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 asks that you hold it on a secure basis and only disclose it to authorised persons, you must comply with its 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 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* or by any *Authority*.
- 12.2 To the extent reasonably possible, we will endeavour to notify you before we make any *Facilities and Services* at the airport unavailable and we will use 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 determining whether to make alternative *Facilities and Services* available we will need to balance all the needs of the affected parties.
- 12.3 When reasonably practicable we will promulgate a NOTAM detailing those *Facilities and Services* that are unavailable for use.

13 Ground handling

- 13.1 We may require you to nominate a licensed Ground Handling or Ground Crew Agent(s) for the provision of Ground Handling/Ground Crew Services for your aircraft at the Airport.
- 13.2 Any person or company that provides Ground Handling/Ground Crew Services to your aircraft at the Airport must be approved by us.

14 Moving aircraft

- 14.1 We may, (subject to air traffic clearances and any operational guidelines issued by it for the use of its *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 at our sole discretion considers to be reasonable.

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 8 of 20



Aeronautical Conditions of Use

- 14.2 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 actual and 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) Subject to clause 16.8 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.

15 Breach of these Conditions of Use

- 15.1 In addition to our rights in clause 10, we may, subject to our obligations under any *Legislation*, give you 7 days notice in writing not to use its *Facilities and Services* at the Airport if you do not comply with these Conditions of Use.
- 15.2 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 access or limit your access to the Airport or any *Facilities and Services*.
- 15.3 We may stop you from using its *Facilities and Services* at the Airport if you do not comply with any notice given to you by us under these Conditions of Use.
- 15.4 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 its *Facilities and Services*.

16 Liability and Indemnities

- 16.1 Subject to clause 16.8, 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 us 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.
- 16.2 Subject to clause 16.8, 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*.
- 16.3 You agree that we are not liable for and, to the full extent permitted by law, you release us and our employees, officers, agents and contractors from all liability (whether in contract, tort (including negligence), breach of statutory duty, arising from our misrepresentation, or otherwise) 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

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 9 of 20



Aeronautical Conditions of Use

- (d) Subject to clause 16.5, any breach of any warranty, representation, obligation or other provision of these Conditions of Use by *HBAL*, unless, and then only to the extent, caused by our gross negligence, wilful default or fraud.
- 16.4 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 (whether in contract, tort (including negligence), breach of statutory duty, arising from our misrepresentation, or otherwise) for any:
- (a) 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) loss you suffer, or any person claiming through you suffers, as a result of delays in the movement or scheduling of aircraft; or
 - (c) indirect or consequential loss; or
 - (d) economic loss, loss of profit, loss of revenue, loss of production, loss of anticipated savings, wasted expenditure or loss of reputation (in each case, whether direct or indirect).
- 16.5 To the maximum extent permitted by law, we give no warranties in connection with your use of the Airport or the *Facilities and Services*.
- 16.6 Our total liability to you in connection with goods, *Facilities and Services* or these Conditions of Use whether in contract, tort (including negligence), breach of statutory duty, arising from our misrepresentation, or otherwise will be limited to:
- (a) In the case of goods, one 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.
- 16.7 You acknowledge that any goods or services supplied (including the *Facilities and Service*) are being acquired by you 'in trade' within the meaning of the Consumer Guarantees Act 1993 and accordingly to the fullest extent permitted by law:
- (a) the Consumer Guarantees Act 1993 will not apply; and
 - (b) you acknowledge that it is fair and reasonable for you to be bound by this clause 16.7.
- 16.8 Where under these Conditions of Use you are required to indemnify us for any losses, that obligation will not extend to any losses in respect of which:
- (a) you indemnifying us; or
 - (b) you agreeing to indemnify us,
- is prohibited by or contravenes any *Legislation*.

17 Insurance

- 17.1 You must at all time 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 the minimum amount of insurance we require you to maintain.

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 10 of 20



Aeronautical Conditions of Use

17.2 You must upon request produce evidence to our reasonable satisfaction that you hold the insurances required under clause 17.1.

18 General

- 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 irrevocably and unconditionally agree that the Courts of New Zealand have the non-exclusive 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 Dictionary and rules of interpretation

19.1 In this agreement:

Airport means Hawke's Bay Airport, Napier, New Zealand.

Emergency Plan means the manual that forms part of *HBAL's* certification documentation, which prescribes the procedures for the preparation, response and recovery in regard 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 efficient of the Airport.

Airside means :

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

Airside Safety Regulations means Airside Safety Regulations issued by *HBAL* from time to time, which forms part of *HBAL'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 the Airport or which provides a service at the Airport.

Business Day means every day except Saturdays, Sundays or a public holiday in Hawke's Bay.

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

Facilities and Services means our *facilities and services* 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.

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

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 11 of 20



Aeronautical Conditions of Use

Ground Handling Agent means an operator licensed by us to provide *Ground Handling Services* at the Airport in accordance with our standard ground handling license.

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

HBAL means Hawke's Bay Airport Limited.

HBAL Group Companies means *HBAL* and its related companies (as that term is defined in the Companies Act 1993).

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 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.

Operations Manual means the relevant components of our operation 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.

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).

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 *HBAL* and includes our successors, assigns and *HBAL Group Companies*.

Website means our world wide web page at the URL www.hawkesbay-airport.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 *HBAL's Facilities and Services* at the Airport are used and includes your executors, administrators, successors and assigns.

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 12 of 20



Aeronautical Conditions of Use

- 19.2 The singular includes the plural and the plural includes the singular.
- 19.3 Except where a contrary intention is expressed, a reference to:
- I. A document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or notated;
 - 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 includes 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 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.
- 19.5 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.
- 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.

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 13 of 20



Aeronautical Conditions of Use

SCHEDULE 1

Contact Information

Address for service of notices on *HBAL*:

By post:

Hawke's Bay Airport Limited
PO Box 721
Napier 4140
New Zealand

By e-mail:

admin@hawkesbay-airport.co.nz

By telephone:

+64 (6) 834 0742



Aeronautical Conditions of Use

SCHEDULE 2

Facilities and Services

Hawke's Bay Airport - *Airside movement facilities and services*

- CAA Tier 2 Security Designated Area - *Apron*
- Aircraft movement areas - runways, taxiways and Aprons, and associated markings
- *Airside* roads/access routes, airside lighting
- *Airside* safety as prescribed in our SMS Manual and *Operations Manual*
- Aerodrome serviceability inspections and reporting
- Aircraft parking areas (stands)
- Visual navigation aids
- Wind direction indicators
- Information published in the Aeronautical Information Publication New Zealand

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 15 of 20



Aeronautical Conditions of Use

SCHEDULE 3

Schedule of Charges for Aeronautical Services at Hawke's Bay Airport

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

Regular Air Transport Operations

	1-Oct-20	1-Mar-21	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
Base Aeronautical	\$ 6.02	\$ 6.02	\$ 6.31	\$ 6.63	\$ 6.96	\$ 7.31
Development Asset	\$ 0.98	\$ 1.71	\$ 1.87	\$ 2.27	\$ 2.43	\$ 2.52
Total Charge/Passenger	\$ 7.00	\$ 7.73	\$ 8.18	\$ 8.90	\$ 9.39	\$ 9.83

Non Regular Air Transport Operations

Weight Band	Landing Fees		Parking Charges/Day	
	Current	New (from 1 Dec 2020)	Current	New (from 1 Dec 2020)
	MTOW/Fixed Charge	MTOW/Fixed Charge	Fixed Charge	Fixed Charge
<1.5T (min charge)	\$ 8.70	\$ 10.00	\$ 8.70	\$ 10.00
1.5 - 3T	\$ 17.40	\$ 18.53	\$ 8.70	\$ 10.00
3 - 5T	\$ 43.50	\$14/T	\$ 43.48	\$ 50.00
5 - 15T	\$ 87.00	\$14/T	\$ 43.48	\$ 50.00
>15T	\$17.4/T	\$18.27/T	\$ 434.78	\$ 434.78

Pricing excludes GST

1. Calculation of and administrative arrangements for charges

We will calculate charges for you on the following basis:

- a) If you are an operator of *Regular Air Transport Operations* you will be charged a per passenger fee for each arriving and/or departing passenger.
- b) If you are an operator of *Non Regular Air Transport Operations* aircraft you will be charged a landing charge commensurate with relevant *MCTOW* weight for the aircraft operated.

2. Information Requirements

If you are subject to the above charges you will submit to us information on your flights into the Airport for each calendar day that our *Facilities and Services* are used.

Unless agreed otherwise the information must be supplied electronically via the link below which is also available on the Hawke's Bay Airport *website* (each as may be amended by us as notified to you).


Submissions must be made prior to 5pm on the *business day* directly following each day of operation.

<https://form.jotform.com/201477499569878>

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 16 of 20



Aeronautical Conditions of Use



Landing Confirmation

In accordance with the Hawke's Bay Airport Limited (HBAL) Aeronautical Conditions of Use, each operator of aircraft must submit the below form to HBAL within 24 hours of each operating day (unless agreed otherwise). A separate form must be submitted for each aircraft operating. The information will be used by HBAL to determine the charges payable by that Operator.

Name of Owner *

Phone Number * -
Area Code Phone Number

E-mail *

Registration No. *

Landing Day *

No. of Landings *

MTOW *

Notes



Aeronautical Conditions of Use

SCHEDULE 4

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. 10,000 kg *MCTOW* or less NZD\$2,000,000
2. 10,001 kg – 28,000 kg *MCTOW* NZD\$10,000,000
3. 28,001 kg *MCTOW* and greater NZD\$50,000,000



Aeronautical Conditions of Use

SCHEDULE 5

Procedure for moving/removing Aircraft by *HBAL*

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, where applicable, follow procedures for the recovery of disabled aircraft set out in our *Operations Manual*.
2. In other circumstance, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
 - (a) 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.



Aeronautical Conditions of Use

SCHEDULE 6

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 Tier 2 security designation and associated arrangements and any relevant requirements of the Civil Aviation Authority;
3. Reasonable evidence that you have emergency procedures that comply with 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, 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;
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 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.

Name:	20200406 HBAL Aeronautical Conditions of use	Last Review Date:	30/06/2020	Owner:	Operations Manager
Version:	1	Next Review Date:	30/06/2021	Page:	Page 20 of 20