



# **Aeronautical Prices and Terms and Conditions**

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1 July 2017

**CHRISTCHURCH  
AIRPORT** 

## Terms and Conditions

Christchurch International Airport Limited (“CIAL”) is registered as a limited liability company under the Companies Act in New Zealand and operates the Christchurch International Airport.

CIAL is entitled to set Prices in accordance with the Airport Authorities Act 1966 for the use of the Airport and the services and facilities associated with the Airport. The Prices which may be varied from time to time are as set out in these Terms and Conditions.

### 1. Definitions and Interpretation

#### 1.1. Definition of Terms

“**Airport**” means the Christchurch International Airport.

“**Aircraft**” means any aircraft, including helicopters, using the Airport Services.

“**Airfield Price – Non-Passenger Aircraft**” means the amount from time to time charged by CIAL to Operators of Non-Passenger Aircraft based on the MCTOW of that Non-Passenger Aircraft in respect of the use by a Non-Passenger Aircraft of CIAL’s runways, taxiways and aprons as set out in the Schedule.

“**Airfield Price – Passenger Aircraft**” means the amount from time to time charged by CIAL to Operators in respect of Passengers for the use by a Passenger Aircraft of CIAL’s runways, taxiways and aprons as set out in the Schedule.

“**Check-in Hall Price**” means the amount from time to time charged by CIAL to Operators in respect of the check-in hall at the Airport as set out in the Schedule.

“**Check-in Counter Price**” means the amount from time to time charged by CIAL to Operators in respect of Passengers for the use of check-in facilities at the Airport by that Operator as set out in the Schedule.

“**CIAL**” means Christchurch International Airport Limited.

“**GST**” means Goods and Services Tax.

“**International Passenger**” means a Passenger, arriving from, or departing to, any international destination.

“**MCTOW**” means, in relation to an Aircraft, the maximum certified take off weight of the Aircraft and its contents at which the Aircraft may take off in New Zealand.

“**Non-passenger aircraft**” means any Aircraft that is not a Passenger Aircraft.

“**Operator**” in relation to any Aircraft means the owner of the Aircraft or any person who is for the time being responsible for the control of, or is otherwise responsible for the operation of, the Aircraft.

“**Passenger**” means any person carried on an Aircraft with the exception of the flight crew and cabin staff operating the flight and infants aged under 2 years.

“**Passenger aircraft**” means any commercial aircraft operated for the purpose of transporting one or more passengers to or from the Terminal (including the Regional Lounge) and adjacent apron. Passenger aircraft will typically exclude aircraft:

- operating for military, medical or Antarctic purposes;
- being used for general aviation (unless passengers are embarking or disembarking aircraft from the terminal building); and
- to the extent that they are only repositioning and not carrying passengers.

“**Prices**” means the Prices described in Clause 2.

“**Schedule**” means the Schedule of Standard Aeronautical Prices at Christchurch International Airport attached to this Agreement.

“**Terminal**” means the integrated passenger terminal building at the Airport.

“**Terminal Price – Domestic Services**” means the amount from time to time charged by CIAL to Operators in respect of Passengers who are not International Passengers and are:

- arriving from, or departing to, Auckland or Wellington; or
- boarding or disembarking any aircraft through CIAL’s first floor integrated terminal,

as set out in the Schedule.

“**Terminal Price – Regional Services**” means the amount from time to time charged by CIAL to Operators in respect of Passengers to whom the Terminal Price – International Services and Terminal Price – Domestic Services do not apply as set out in the Schedule.

“**Terminal Price – International Services**” means the amount from time to time charged by CIAL to Operators in respect of International Passengers as set out in the Schedule.

1.2. Headings are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

1.3. These Terms and Conditions shall apply to all use of the Airport by the Operator and by using the Airport the Operator is deemed to have accepted these Terms and Conditions in full.

- 1.4. References to any statute, statutory instrument, regulation, by-law or other requirement of the laws of New Zealand is to be construed as a reference to that statute or statutory instrument, regulation, by-law or other requirement of the laws of New Zealand as the same may have been, or may from time to time be, amended or re-enacted.
- 1.5. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 2. Prices**
- 2.1. Each Operator, but not, for the avoidance of doubt, each Passenger will pay CIAL the Prices set out below in accordance with the Schedule for the use of the Airport and such services or facilities as may be provided to the Operator or the relevant Aircraft by or on behalf of CIAL:
- 2.1.1. The Airfield Price – Passenger Aircraft in respect of each Passenger.
- 2.1.2. The Airfield Price – Non-Passenger Aircraft in respect of each Non-Passenger Aircraft based on the MCTOW of that Non-Passenger Aircraft and subject to a minimum price of \$10 for each arriving and departing general aviation Aircraft or such other amount as advised by CIAL from time to time for each arriving and departing general aviation Aircraft.
- 2.1.3. The Terminal Price – International Services in respect of each International Passenger.
- 2.1.4. The Terminal Price – Domestic Services in respect of each Passenger that is not an International Passenger and who is:
- (a) arriving from, or departing to, Auckland or Wellington; or
- (b) boarding or disembarking any aircraft through CIAL’s first floor integrated terminal.
- 2.1.5. The Terminal Price – Regional Services in respect of Passengers to whom the Terminal Price – International Services and Terminal Price – Domestic Services do not apply.
- Note: this price is for the services provided by CIAL’s integrated terminal to those passengers. An additional charge will also be payable for use of the Regional Lounge itself. Operators wishing to use the Regional Lounge should discuss access and charging arrangements with CIAL.
- 2.1.6. The Check-in Hall Price in respect of each departing Passenger.
- 2.1.7. The Check-in Counter Price in respect of each departing Passenger except a departing Passenger checked in using different, separately agreed check-in facilities.
- 2.2. GST**
- All Prices are exclusive of GST and the Operator shall pay to CIAL the GST payable in respect of the Prices on each occasion when the Prices fall due for payment.
- 2.3. Other Prices**
- The Prices in these Terms and Conditions are separate from any Government charges and charges levied by Airways Corporation of NZ Ltd.
- 3. Payment Terms**
- 3.1. CIAL will provide the operator with an invoice setting out the Prices payable by the Operator on a monthly basis taking into account such information provided by the Operator, NZ Customs and Airways as CIAL reasonably requires. The Operator will, in a timely manner and in a format required by CIAL, provide CIAL with such information as it requires in order to fairly and accurately calculate the Prices including without limitation, the number and type of Passengers, usage of Check-in Counters and facilities and Aircraft take off weights.
- 3.2. The Operator acknowledges CIAL will be entitled to estimate the Prices for any period if the Operator does not give CIAL the information required in clause 3.1 in a timely manner and will pay CIAL the Prices CIAL estimates or assesses. In the event of it being established by the audit or otherwise that any such estimated Prices are inaccurate CIAL will make any necessary adjustment and either party will pay to the other upon demand such sums as may be found to be due from the former party to the latter.
- 3.3. The Operator will pay all amounts to CIAL by the due date stated on each invoice provided to the Operator by CIAL.
- 3.4. If the Operator does not pay any Price or other amount to CIAL when due (“overdue amount”), default interest will accrue on that overdue amount, calculated on a daily basis at CIAL’s commercial overdraft rate, plus 5% per annum from the due date until the overdue amount is paid in full (both before and after any judgement).

3.5. On the 7<sup>th</sup> day following the due date for payment of the overdue amount, CIAL may in its sole discretion, charge to the Operator either:

(a) the default interest referred to in paragraph 3.2, together with a credit recovery fee equal to 2% of the overdue amount; or

(b) a credit recovery fee of \$50,

whichever is the greater. If the applicable interest and credit recovery fees are also not paid, they shall themselves become overdue amounts and shall compound on a monthly basis until they are paid in full.

3.6. CIAL reserves the right to audit information provided by the Operator under this Clause 3. In the event of the Prices are found to be understated by more than five per centum per annum, then the Operator will pay to CIAL the cost of any such audit.

3.7. All Prices and other amounts due to CIAL are payable in New Zealand dollars.

3.8. CIAL may amend these terms of payment at any time by due notice to the Customer. Any amendment will be published on CIAL's website.

#### **4. Use of Airport by Itinerant Aircraft**

4.1. Use of the Airport (including parking) by Itinerant Aircraft may only occur with the prior consent of CIAL.

#### **5. Liability and Indemnity**

5.1. To the maximum extent permitted by law, neither CIAL or their servants or agents, shall be liable to the Operator (or any other person):

5.1.1. for loss of or damage to any Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of landing or taking off at the Airport arising or resulting directly or indirectly from any act, omission, neglect or default on the part of CIAL, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result.

5.1.2. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

(a) any direct or indirect loss of profits; or

(b) any indirect, special, incidental, consequential loss or loss of revenue, business contracts, anticipated savings or profits suffered by an Operator;

5.1.3. in respect of any claims made or compensation payable to any persons for delays in or cancellations to aircraft departures or arrivals or in respect of any direct or indirect loss of the Operator in connection with such delay or cancellation.

5.2. CIAL shall be kept indemnified by the Operator against, all costs, claims, damage, loss or injury of any description due to, or arising out of, the use by the Operator of the Airport, or by the presence of the Operator's Aircraft or other property on or at the Airport.

5.3. CIAL gives no warranty as to the continued use and operation of the Airport and may at any time or from time to time at its sole discretion close or restrict access of the public to the Airport or any part thereof without incurring any liability to the Operator.

5.4. The security of an Operator's Aircraft and all its contents shall at all times be the sole responsibility of the Operator.

5.5. The maximum liability of CIAL arising under or in connection with these Terms and Conditions, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any event exceed in respect of any calendar year, an amount equal to the total Prices payable by the Operator to CIAL pursuant to these Terms and Conditions in respect of that calendar year.

#### **6. Insurance**

6.1. The Operator shall maintain in force at all times whilst using the Airport substantial appropriate insurance cover (by reference, in particular, to the responsibilities of the Operator set out in Clause 5 above).

6.2. Without prejudice to the generality of Clause 6.1, and unless CIAL agrees otherwise in writing, the Operator shall maintain at all times passenger, baggage, cargo and third party liability insurance in respect of any Aircraft used or operated at the Airport by the Operator in a sum which shall at no time be less than \$20,000,000. The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence or series of occurrences arising out of one event but shall be without overall limit for the insured period in the event of more than one claim,

notwithstanding any limits agreed in respect of individual events or claims.

6.3. All operators of vehicles requiring airside access shall comply at all times and in all respects with CIAL's Airside Driving Rules or such other policies on airside vehicles issued by CIAL from time to time in its absolute discretion. Motor insurance (as a minimum third party only) shall be maintained in respect of all vehicles operated at the Airport and such insurance cover shall at no time be less than \$5,000,000 in respect of any one incident.

6.4. Operators shall produce to the Company or its duly authorised representative, on demand, documentary evidence of such insurance policies.

## 7. General Terms

### 7.1. Mediation

If a dispute arises, the parties will try to settle the dispute by mediation before resorting to litigation or arbitration. Any party may initiate mediation by giving written notice to the other. Mediators should be agreed upon by the parties, but if the parties cannot agree on one within seven days after the mediation has been initiated, then the mediator shall be appointed by the President of the New Zealand Law Society.

### 7.2. Waiver or variation

Waiver or variation of these Terms and Conditions by us will only be effective if given in writing by an authorised person. If we waive any of these Terms and Conditions the waiver will not affect our rights under these Terms and Conditions at any future time.

### 7.3. Health and Safety at Work Act 2015 (HSWA)

The Operator shall comply with all the requirements of the HSWA and any replacement or successor legislation, including any regulations made pursuant to the HSWA. The Operator warrants to CIAL that it shall, so far as is reasonably practicable, ensure that no act or omission causes a notifiable incident, hazard, significant hazard, harm or serious harm, notifiable injury or illness to any employee of the Operator or any person at the place of work or workplace or in the vicinity of the place of work or workplace or is a breach of duty or obligation of the Operator or CIAL under HSWA

### 7.4. Service Quality and Compliance

In order to ensure compliance with its reporting obligations under the Commerce Commission Information Disclosure regime CIAL requires certain information from operators. This shall include;

(a) *Service Quality*: means the provision of data from airline Operators for airport service quality reporting and the measurement of service performance

(b) *Interruptions* – detailing:

- All outages of CIAL facilities
- The cause of the outages (if known)

(c) *On time departure delays* – detailing:

- Monthly reports of on time delays for flight departures from the Airport,
- Reasons for such delays.

The Operator consents to the collection of this data and its supply to the Commerce Commission.

### 7.5. Governing law

These Terms and Conditions will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between us.

### 7.6. Consumer Guarantees Act (CGA)

If the CGA applies, these Terms and Conditions shall be read subject to the Operator's rights under the CGA, provided that where the Operator is acquiring goods or services for business purposes the CGA shall not apply.

### 7.7. Relationship to other terms and conditions

In the event of any inconsistency between these Terms and Conditions and any other terms and conditions (the "Other Terms") made in writing between CIAL and the Operator in respect of the Airport by the Operator, the Other Terms shall prevail.

**Schedule of Standard Aeronautical Prices at Christchurch International Airport**

**Effective 1 July 2017**

<b>Price</b>	<b>Method of pricing</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>	<b>FY22</b>
<b>Airfield prices (\$)</b>						
Airfield Price – Passenger Aircraft	Per arriving or departing Passenger	4.75	4.83	4.93	5.03	5.13
Airfield Price – Non-Passenger Aircraft	Per arriving or departing MCTOW \$/tonne	8.22	8.37	8.54	8.70	8.88
<b>Terminal prices (\$)</b>						
Terminal Price – International Services	Per arriving or departing Passenger	8.01	7.91	7.82	7.74	7.66
Terminal Price – Domestic Services	Per arriving or departing Passenger	7.10	7.23	7.37	7.51	7.66
Terminal Price – Regional Services	Per arriving or departing Passenger	2.14	2.47	2.81	3.15	3.49
<b>Check-in prices (\$)</b>						
Check-in Hall Price	Per departing Passenger	0.62	0.63	0.65	0.66	0.67
Check-in Counter Price	Per departing Passenger	0.41	0.41	0.42	0.43	0.44

*All prices as exclusive of GST*

The above prices should be read in conjunction with clause 2 of these Terms and Conditions.

If you are unsure whether an Aircraft (given a particular use or category or uses) will classify as a Passenger Aircraft, please contact CIAL.