AERONAUTICAL CONDITIONS OF USE

Version 3

1 July 2026

CONTENTS

1. CONDITIONS OF USE 3
2. USING OUR FACILITIES AND SERVICES 3
3. ACKNOWLEDGEMENTS 5
4. EXCLUDED SERVICES 5
5. INFORMATION REQUIRED PRIOR TO USE 5
6. FLIGHT SCHEDULE INFORMATION 6
7. PROVISION OF INFORMATION RELATING TO CHARGES 6
8. CHARGES 7
9. GST 8
10. LATE PAYEMENTS & NON-PAYMENT 8
11. GENERAL INFORMATION 9
12. AIRPORT CLOSURE OR UNAVAILABILITY OF SERVICES 9
13. PASSENGER PROCESSING FACILITIES 9
14. GROUND HANDLING 10
15. MOVING AIRCRAFT 10
16. BREACH OF THESE CONDITIONS OF USE 10
17. LIABILITY & INDEMNITIES 10
18. WARRANTIES & CONDITIONS 11
19. INSURANCE 12
20. DEFINITIONS & RULES OF INTERPRETATION 12

SCHEDULE 1: CONTACT INFORMATION 16
SCHEDULE 2: FACILITIES & SERVICES 17
SCHEDULE 3: PUBLIC LIABILITY INSURANCE REQUIREMENTS 18
SCHEDULE 4: PROCEDURE FOR MOVING/REMOVING AIRCRAFT BY DIAL 19
SCHEDULE 5: INFORMATION REQUIREMENTS 20
SCHEDULE 6: RELEVANT INDUSTRY BODIES 21
SCHEDULE 7: COMMON USER CONDITIONS 22
SCHEDULE 8: AERONAUTICAL CHARGES 24
SCHEDULE 9: GROUND HANDLING CHARGES 26
SCHEDULE 10: SCHEDULE OF AMENDMENTS 27

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 take effect from 1 November 2024 and continue in force until we replace or waive them.

1.3 We may change, replace or waive any of these Conditions of Use (including the charges at Schedule 3) at any time:

(a) By giving you at least 30 days prior written notice of the change, replacement or waiver;

(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) By entering into a variation agreement in writing with you; or

(d) With immediate effect if:

(i) a change to *Legislation* occurs

(ii) a mandatory direction is issued by an *Authority*; or

(iii) to give effect to any specific corrective or preventative action in relation to hazards, to the extent necessary to give effect to such legislative change, direction or action.

1.4 These *Conditions of Use* will also be deemed to be varied to the extent necessary to give effect to any restrictions, instructions, directions, or orders published from time to time in the New Zealand Aeronautical Information Publication (NZAIP).

1.5 Italicised terms used in these *Conditions of Use* have the meaning set out in the glossary at clause 20. Clause 20 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) Dunedin Airport's Safety & Security Regulations;

(e) The *National Aviation Security Programme* and the Civil Aviation Act to meet the security requirements as a security designated aerodrome;

(f) Dunedin Airport's 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 us 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 of Use*, 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, and you shall ensure that each person who is 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 their *Airport Identity Card (AIC)* above the waist on the front of outer garments, or if the individual is a pilot undertaking a private flight, carries a current NZ pilots licence and a current form of photo identification issued by the government of New Zealand;

(c) if that person has a *DIAL*-issued *Proximity Access Card* (whether combined with that person's *Airport Identity Card*), complies with the conditions of issue of that *Proximity Access Card*;

(d) has operational reasons to access the *Airside* area, and only accesses the *Airside* area for those reasons;

(e) where appropriate, holds a current New Zealand or international 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

(f) where required, holds a current *Airside* Driving Permit and is knowledgeable 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) Border control agency requirements including Customs, Aviation Security and Biosecurity.

5. INFORMATION REQUIRED PRIOR TO USE

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 5.

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 by email or *Website* prior to operating. The *Airport's* nominated schedule facilitator will review the request and allocate a parking position if the movement can be facilitated.

6. FLIGHT SCHEDULE INFORMATION

6.1 Dunedin Airport is classified as a Non-Coordinated Airport (Level 1) in accordance with the airport level classifications contained in the *IATA* Worldwide Scheduling Guidelines.

6.2 If you conduct *Regular Air transport Operations* at the *Airport*, you must provide us with your planned schedules in accordance with the *IATA* Worldwide Scheduling Guidelines for level 1 airports. Information must be provided and maintained in the format prescribed in the *IATA* Standards Schedule Information Manual (SSIM).

6.3 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 Dunedin Airport, then you must provide to us, within 10 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* on your Turboprop, Domestic Jet or International Jet aircraft operating at Dunedin Airport for the previous month;

(b) any further disaggregation of passenger numbers we reasonably require to determine charges payable by you under Dunedin Airport's Aeronautical Charges Schedule;

(c) details of the type of each aircraft which you use at Dunedin Airport, if you have not already done so; and

7.2 If you provide *Regular Air Transport Operations* at Dunedin 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 You acknowledge that we may verify from time-to-time information you have provided to us by means including, but not limited to:

(a) reference data collected by the New Zealand Customs Service;

(b) allowing us (or our agents or accountants) on reasonable notice, to audit, inspect and copy your records and systems relating to your use of the Facilities and Services; and

(c) directly counting passengers embarking or disembarking aircraft operated by you.

7.4 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 or 7.3 as applicable and the information collected by us under clause 7.4.

7.5 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.

7.6 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.

7.7 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.

7.8 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 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; and

(c) we may disclose information if we obtain your consent to do so in writing, or if we are required to do so by law.

8. CHARGES

8.1 You must pay us the *Charges* for using our *Facilities and Services* which, subject to any written agreement to the contrary, are calculated in accordance with the Aeronautical Charges Schedule (Schedule 8) in force at the time the aircraft movement takes place.

8.2 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 one of the methods shown on the invoice.

8.3 In the event that further costs are incurred by us on account of your operations, we reserve the right to include such further costs in the charges payable by you.

9. GST

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

9.2 If *GST* is imposed on a supply under these *Conditions of Use*, the recipient of the supply on receipt of a tax invoice will on request pay to the supplier an additional amount equal to the *GST* imposed on the supply.

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

10. LATE PAYEMENTS & 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; and/or

(b) refuse to allow any or all of your aircraft to use our *Facilities and Services* at the *Airport*; and/or

(c) require payment in one or more instalments of outstanding amounts as a condition of your further use of the *Facilities and Services*; and/or

(d) use any reasonable means to detain any of your aircraft until you have paid all due charges and interest provided that:

(i) we have first sought to negotiate in good faith any dispute about charges in accordance with clause 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. GENERAL INFORMATION

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 CLOSURE OR UNAVAILABILITY OF SERVICES

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;*

(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 4 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 of Use*.

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 & 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 *DIAL*; 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 & 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 3. 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. DEFINITIONS & RULES OF INTERPRETATION

20.1 In these Conditions of Use:

Airport means Dunedin Airport.

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 *DIAL*'s certification documentation (the Exposition), which prescribes the procedures for the preparation, response and recovery regarding *Airport* emergencies.

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.

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 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.

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

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

Check-in counters and equipment means the counters used for check-in, as well as 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 Dunedin Airport, that we may, in consultation with the airlines conducting *Regular Air Transport Operations* at Dunedin 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 Dunedin 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.

DIAL means Dunedin International Airport Limited.

Disembarking Passengers means all passengers on board an arriving aircraft. This includes Transit Passengers, Transfer Passengers, *Children*, *Infants*, *Domestic-On-Carriage* and *Positioning Crew*, but excludes *Operating Crew*.

Domestic-On-Carriage (DOC) means a passenger on an international flight who travels from one New Zealand port to another.

Embarking Passengers means all passengers on board a departing aircraft. This includes Transit Passengers, Transfer Passengers, *Children*, *Infants*, *Domestic-On-Carriage* and *Positioning Crew*, but excludes *Operating Crew*.

Facilities and Services means our *facilities and services* set out in Schedule 2 in respect of Dunedin 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.

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

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.

National Aviation 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*.

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

Our Equipment means any equipment supplied by Dunedin Airport 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 Dunedin Airport's Aeronautical Charges Schedule.

Personnel includes an employee, officer, agent or contractor of either party, 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.

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.

We* or *us* or *our(s) means Dunedin Airport and includes our successors and assigns.

Website means our world wide web page at the URL www.dunedinairport.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*.

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

(a) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced 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.

20.3 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.

20.4 If any part of these conditions is 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.

20.5 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 DIAL:

By post:	Head of Operations Dunedin International Airport Limited Private Bag 1922 Dunedin New Zealand
By email:	customerservice@dnairport.co.nz
By phone:	+64 3 486 2879

SCHEDULE 2: FACILITIES & SERVICES

1. Airside movement facilities and services

(on-site but not necessarily owned by *DIAL*)

(a) Airside grounds, runways, taxiways and *aprons*, and associated markings

(b) Airside roads/access routes, airside lighting

(c) Airside safety as prescribed in our SMS Manual

(d) Aerodrome serviceability inspections and reporting

(e) Rescue and fire fighting (CAT 6 provided during operating hours of *regular air transport operations*. Other times by arrangement with *DIAL*)

(f) Aircraft parking areas

(g) Visual navigation aids

(h) Wind direction indicators

(i) Airbridges

(j) Information published in the New Zealand Aeronautical Information Publication

(k) GSE parking

2. Passenger processing facilities

(a) Passenger queuing and seating areas

(b) Check-in counters

(c) Departure gate counters

(d) Terminal lounge and holding lounges

(e) Public address systems, audio loop system, closed circuit surveillance system and access control system

(f) Baggage handling system and baggage reclaim

(g) Public areas in terminal, public amenities

(h) Public parking, landside roads and lighting

SCHEDULE 3: PUBLIC LIABILITY INSURANCE REQUIREMENTS

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)	10,000kg *MCTOW* or less	NZD$2,000,000
(b)	10,001kg – 28,000kg *MCTOW*	NZD$10,000,000
(c)	28,001kg *MCTOW* and greater	NZD$50,000,000

SCHEDULE 4: PROCEDURE FOR MOVING/REMOVING AIRCRAFT BY DIAL

1. Procedure for moving/removing aircraft by DIAL

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 we will, where applicable, follow procedures for the recovery of disabled aircraft set out in our Aerodrome Operations Manual.

1.2 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.

1.3 In the event that the notice referred to in clause 1.2 of Schedule 4 above is not practicable, we will notify you as soon as possible that:

(a) we have moved/removed the aircraft;

(b) the location to which the aircraft has been moved; and

(c) any conditions which may apply to your recovery of the aircraft.

SCHEDULE 5: INFORMATION REQUIREMENTS

1. Information we require from you prior to use:

(a) Your name, address and contact details;

(b) Evidence that you have a security programme that meets the requirements of our security arrangements and any relevant requirements of the Civil Aviation Authority;

(c) Reasonable evidence that you have emergency procedures that comply with *Airport* emergency requirements and applicable laws;

(d) Certification confirming that you have in place a safety management system to ensure the health, safety and welfare of all persons who may be affected by your operations at the *Airport*;

(e) 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*;

(f) Evidence of insurance policies you hold that are consistent with the requirements of Schedule 7 and confirmation that these polices will remain current at all times when you are using the *Facilities and Services* at the *Airport*;

(g) Ground handling arrangements;

(h) Arrangements for the removal of disabled aircraft;

(i) Details of the type, registration and *MCTOW* of each aircraft, which you intend to use at the *Airport*.

SCHEDULE 6: RELEVANT INDUSTRY BODIES

1. Industry bodies referred to in these conditions include:

(a) Board of Airline Representatives New Zealand

(b) NZ Airports Association

(c) Aviation Industry Association

(d) International Air Transportation Association

(e) Any other organisation that we agree, in writing, is to be considered an industry body for the purposes of this document.

SCHEDULE 7: COMMON USER CONDITIONS

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;

(c) not allow any person except our employees, contractors or agents to repair or modify our *Passenger Processing Facilities*;

(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*.

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 *Baggage Make-up* and the baggage reclaim areas free from excess storage items.

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: AERONAUTICAL CHARGES

Definitions

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.

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

Disembarking Passengers means all passengers on board an arriving aircraft.

Embarking Passengers means all passengers on board a departing aircraft.

Infant means a child seated on another passenger's lap who has not paid to occupy a seat on an aircraft.

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

Aircraft Airport Charges (excl GST)

1. Regular Air Transport Operations

The charges noted below are payable per each Disembarking and Embarking Passenger (excluding Infants) on Turboprop or Jet (as applicable) arriving or departing through the Dunedin Airport terminal:

AIRFIELD COMPONENT

Charge Type	1 July 26
Base Airfield Charge - Jet	$12.02
Base Airfield Charge - Turboprop	$7.61

TERMINAL COMPONENT

Charge Type	1 July 26
Base Terminal Charge - Jet	$7.41
Base Terminal Charge - Turboprop	$7.41

DEVELOPMENT CHARGES

In addition to the Airfield and Terminal Components, for each Disembarking and Embarking Passenger (excluding Infants) on Turboprop or Jet (as applicable) Regular Transport Operators will incur development charges. These charges are noted below:

Development Charge	1 July 26
Terminal Expansion (Jets only)	$3.62
Airport Emergency Service Appliances	$0.31
Airport Emergency Service Building	$0.27
Runway Overlay	$2.09
Water Storage	$0.48
Total - Jet	**$6.77**
Total - Turboprop	**$3.15**

2. General Aviation

LANDING CHARGE (PER MCTOW IN TONNES)

	$
Above 55 tonnes	34.17 / tonne
40 - 54.999 tonnes	32.17 / tonne
20 - 39.999 tonnes	27.73 / tonne
10 - 19.999 tonnes	26.12 / tonne
Under 10 tonnes	24.41 / tonne

This charge covers use of runway, taxiway, apron and Airport Emergency Service facilities.

AIRCRAFT PARKING CHARGES (EXCL GST)

	Charge
Above 55 tonnes	$750 / day
40 - 54.999 tonnes	$500 / day
20 - 39.999 tonnes	$400 / day
10 - 19.999 tonnes	$300 / day
Under 10 tonnes	$225 / day

Parking periods less than six hours incur no charge.

The above charges are for each 24-hour period or part period (exceeding 6 hours) from time of landing.

SCHEDULE 9: GROUND HANDLING CHARGES

Labour

The charges noted below are per person per hour or part thereof (except the administration fee).

Charge Type	Cost
Administration fee	$120 per turn
Operations	$200
Firefighter	$120
Maintenance	$120
Night Operations	$100
Customer Service	$80

Equipment

The charges noted below are per aircraft turnaround.

Charge Type	Cost
Airbridge	$1000
Baggage reclaim belt	$500
Room hire (subject to availability)	$250
Side-by-side vehicle	$200
Barrows (up to 10)	$200
Check-in counters / scales	$200
Forklift	$75

Other Services

The services listed below are not directly provided by Dunedin Airport but may be available from an approved ground handler. Please contact Dunedin Airport for ground handler contact information.

- Lavatory service
- Potable water
- Stairs
- Ground power unit
- Aircraft pushback
- Baggage loader

SCHEDULE 10: SCHEDULE OF AMENDMENTS

Version	Effective Date	Nature of Amendment
1	1 November 2024	New issue
2	1 July 2025	Annual pricing update
3	1 July 2026	Annual pricing update. Addition of ground handling charges and a reference to safety & security regulations 2.1(b).