



AIRWAYS

NEW ZEALAND

Standard Terms & Conditions
for the Provision of Airways Services

Updated June 2012

Table of contents

Standard terms and conditions.....	3
1 Interpretation.....	3
2 Provision of Airways services.....	4
3 Origins and destinations.....	4
4 Definition of “landing”.....	4
5 Charges for Airways services.....	4
6 Payments.....	5
7 Default interest.....	5
8 Variations to these standard terms.....	5
9 Operators to maintain standards.....	5
10 Limitation and exclusion of liability.....	6
11 Governing law.....	6
12 Notices and invoices.....	6
13 No waiver.....	6

Schedule: Pricing

A. Standard charges.....	7
1. Charges within the NZ Flight Information Region (NZZC).....	7
a. Definitions	
b. Charges for VFR operations	
i Aerodrome service charge	
ii VFR flight plan charge	
c. Charges for IFR operations	
i Aerodrome service charge	
ii Approach service charge	
iii En-route domestic charge	
d. Charges for parachute services	
e. Conditions and provisos	
2. Charges within the Auckland Oceanic Flight Information Region (NZZO).....	8
a. Definitions	
b. En-route oceanic charge	
c. Conditions and provisos	
3. Miscellaneous.....	9
a. Diversions	
b. Extended or unscheduled out of hours service	
c. Callsign as sole identifier	
d. Goods and Services Tax (GST)	
e. Charging with change of flight rules	
f. Notification of aircraft MCTOW	
Tables.....	11
Table A: Table of standard charges/rates	
Table B: Distance chart in nautical miles	
Table C: Approach and en-route IFR domestic factor table	
Table D: Parachute service charge per flight	
Table E: Parachute service charge – airspace complexity classifications	
Table F: Airports by type and terminal navigation radius	
B. Alternative charges and exemptions.....	17
1. Light aircraft options.....	17
a. Ticket charging	
b. Contract charging	
2. Exemptions for specific aircraft, activities and events.....	18
a. Air-shows, exhibitions and competitions	
b. Emergencies	
c. Engineering test flights	
d. Glider operations	
e. Pilot training flights	
f. Single engine agricultural aircraft	
g. Vintage aircraft with MCTOW of 2,000 kg or over	

Introduction

Airways Corporation of New Zealand Limited ('Airways') is a State-Owned Enterprise established under the State-Owned Enterprises Act 1987. Airways provides services on a commercial basis under that Act and is authorised by Section 99 of the Civil Aviation Act 1990 and under Part 172 of the Civil Aviation Rules to provide the services covered by these standard terms.

This document sets out the contractual terms and conditions upon which Airways' services are provided and related pricing information.

If you have any questions about any of the information in this booklet please call our toll-free number below, or write to:

Customer Accounts
Airways Corporation of New Zealand Limited
PO Box 294
Wellington 6140
New Zealand

Phone: 0800 500 045 (toll-free within New Zealand) or + 64 4 471 1888

E-mail: custacct@airways.co.nz

Internet: www.airways.co.nz

Standard Terms And Conditions

1 Interpretation

1.1 In these standard terms, unless the context otherwise requires:

address means the last address, whether physical or electronic, notified by the operator to Airways as being the address for communication of any notice under these standard terms.

aerodrome means any defined area of land or water intended or designed to be used either wholly or partly for the landing, departure, parking, maintenance, loading, unloading and surface movement of aircraft and other related activities, and includes any buildings, installations and equipment on or adjacent to any such area used in connection with the aerodrome or its administration.

aerodrome service charge means a charge covering the provision of aerodrome control services and aerodrome flight information services.

aerodrome traffic means all aircraft traffic on the manoeuvring area of an aerodrome and all aircraft flying in the vicinity of an aerodrome.

aircraft means any machine that can derive support in the atmosphere from the reactions of the air other than by the reactions of the air against the surface of the earth.

Airways means Airways Corporation of New Zealand Limited, and includes its successors and assigns.

Airways services means the following services:

- air traffic control service for aerodrome traffic (“aerodrome control service”)
- air traffic control service for controlled flights in controlled airspace (“area control service”)
- air traffic control service for arriving or departing controlled flights (“approach control service”)
- a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights (“area flight information service”)
- a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights in the immediate environment of an aerodrome (“aerodrome flight information service”)
- a service provided to ensure separation, as far as possible, between aircraft operating on an IFR flight plan outside control areas, but within advisory routes or advisory areas (“air traffic advisory service”)
- services provided for the purpose of providing pre-flight information (weather and NOTAM), receiving and processing flight plans, and processing post-flight information (“National Briefing Office pre-flight and post-flight services”)
- services provided to IFR aircraft in uncontrolled airspace (“IFR services in uncontrolled airspace”)
- the provision of navigation aids and lighting services en-route, and at managed or unattended aerodromes (“navaids and lighting services”)
- a service provided to parachute operations in controlled airspace (“parachute service”)
- any other air navigation services provided by Airways (“any other services”).

approach service charge means a charge covering the provision of approach control services.

callsign means a three letter operator designator as issued through ICAO via a local governing body i.e. CAA.

controlled airspace means an airspace of defined dimensions for which an air traffic control service is provided in respect of controlled flights.

en-route domestic charge means a charge covering the provision of area control services and area flight information services for IFR flights within the NZZC.

en-route oceanic charge means a charge covering the provision of area control services for IFR and VFR flights within the NZZO.

flight operation means the flight of an aircraft which takes place partially or totally within New Zealand airspace.

glider means any aircraft registered as a glider on the New Zealand Register of Aircraft.

hirer, in relation to an aircraft, includes any person, other than the owner.

ICAO means the International Civil Aviation Organisation.

IFR means instrument flight rules.

international flight means a flight by an aircraft beginning in New Zealand airspace and ending outside New Zealand airspace, or beginning outside New Zealand airspace and ending in New Zealand airspace.

international overflight means a flight beginning and ending outside New Zealand airspace but passing through New Zealand airspace.

manoeuvring area

- Means that part of an aerodrome to be used for the take-off and landing of aircraft and for the surface movement of aircraft associated with take-off and landing; but
- Does not include areas set aside for loading, unloading or maintenance of aircraft.

MCTOW, in relation to an aircraft, means the maximum certified take-off weight of the aircraft as specified in the certificate of airworthiness issued in respect of the aircraft and its associated flight manual, calculated to the nearest 1 kg, but with the last exact 0.5 kg deemed to be 0.501 kg for the purpose of the calculation.

New Zealand airspace means the NZZC, NZZO and such other airspace as defined and published in the NZAIP.

NZAIP means New Zealand Aeronautical Information Publication.

NZZC means the New Zealand Flight Information Region.

NZZO means the Auckland Oceanic Flight Information Region.

NOTAM means notice to airmen concerning any establishment condition or change in any aeronautical facility, service, procedure or hazard.

operator, in relation to an aircraft, includes the person flying or using the aircraft, or causing or permitting the aircraft to fly, be used or be in any place, whether or not the person is present with the aircraft or the owner or the hirer.

owner, in relation to an aircraft, includes any person lawfully entitled to the possession of the aircraft for 28 days or longer.

overdue SARTIME charge means a charge covering the provision of alerting and search and rescue related services in the circumstances described in clause 3 g of the pricing schedule.

parachute service charge means a charge covering the provision of parachute services.

pricing schedule means the schedule of prices attached to and forming part of the standard terms.

standard terms means these standard terms and conditions for the provision of Airways services.

VFR means visual flight rules.

VFR flight plan charge means a charge covering the provision of alerting services and flight information services.

vicinity, for the purpose of the aerodrome service charge, means all landings within the aerodrome boundary fence in respect of each aerodrome. Local variations to this definition may be implemented following considerations of specific ATS issues and consultation with operators affected.

vintage aircraft means any civil aircraft registered on the New Zealand Register of Aircraft which is more than 30 years old.

1.2 In interpreting these standard terms:

1.2.1 Words denoting the singular number shall include the plural and vice versa.

1.2.2 Words denoting natural persons shall include corporations, body corporates and unincorporated bodies and vice versa, and words denoting one gender shall include the other genders.

1.2.3 Headings are for guidance only and shall not affect the interpretation of these standard terms.

1.2.4 The pricing schedule shall be deemed to form part of and be fully incorporated in these standard terms.

2 Provision of Airways Services

2.1 Airways will provide Airways services only in accordance with these standard terms.

2.2 Airways services shall be provided in accordance with the applicable requirements contained in the Civil Aviation Rules and any other applicable regulations.

2.3 Airways may, in addition to any other right available to it under the standard terms or at common law, refuse to provide Airways services to any operator who refuses to abide by these standard terms or, upon reasonable notice pursuant to clause 12, to any operator who is in breach of these standard terms.

2.4 Airways services shall be provided during the times, and pursuant to the levels of service, detailed in the NZAIP. However, Airways may set or change its hours of service provided such changes are notified by NOTAM.

3 Origins and Destinations

3.1 For charging purposes, the aerodrome of origin or the aerodrome of destination will be recorded if it is a recognised aeronautical reference point having a recognised designator or place name abbreviation. An en-route charge may be imposed, at Airways' discretion, where the origin or destination does not have such a designator or abbreviation, in which case, the location closest to the point of origin or designation with a designator or abbreviation shall be used.

3.2 The designators and abbreviations to be used are recorded in the NZAIP together with additions and deletions as they arise from time to time.

4 Definition of "Landing"

For charging purposes, landing includes:

- all landings made within the aerodrome boundary fence in respect of each aerodrome, if aerodrome control or flight information services are available;
- missed approach;
- approach training with no landing intended;
- touch and go;
- overshoot;
- stop and go; and
- go round.

5 Charges for Airways Services

5.1 Every operator who receives, or owner whose aircraft receives, any Airways service under these standard terms, shall make payment to Airways for such service in accordance with the charges for the time being specified in the pricing schedule, including any amendments notified pursuant to these standard terms.

-
- 5.2 Use of an operator callsign denotes, for charging purposes, the operator responsible for charges in respect of such flights. Inter-operator agreements will not be recognised by Airways.
- 5.3 The person acting as a handling agent for an operator carrying out international flights or international overflights shall be responsible for the payment of charges by that operator. The operator who carries out such flights shall be responsible for ensuring compliance with this clause 5.3.
- 5.4 Airways shall not reduce any charges by reason of the unavailability of part or all of Airways services.
- 5.5 Airways may at any time require an owner or operator who will, or who has, become liable to pay charges to Airways for Airways services, to provide a security to Airways in relation to those charges. The security may include, without limitation, a bond, guarantee or direct debit authority and may be required from the owner or operator of aircraft, or their bankers, at Airways' sole discretion.
- 5.6 Airways may refuse to provide Airways services to any operator who has failed to provide reasonable security within 30 days of Airways' request pursuant to clause 5.5 of these standard terms.

6 Payments

- 6.1 All payments due to Airways shall be made out to "Airways Corporation of New Zealand Limited" or paid by such a manner as Airways shall direct, and must be received by Airways by the payment date shown on the invoice (unless otherwise agreed in writing with Airways).

The mailing address of Airways is:
Customer Accounts
Airways Corporation of New Zealand Limited
PO Box 294
Wellington 6140
NEW ZEALAND

- 6.2 In the event of there being a genuine error in an invoice, the operator shall identify such error giving full details at the time of payment of the balance of the invoice. An operator may withhold payment of the amount represented by the error but shall pay the balance of the invoice.
- 6.3 When Airways resolves the error it will advise the operator. Any outstanding amount found to have been validly invoiced will be deemed to have been payable on the invoice payment date and interest may (at Airways' discretion) accrue daily from that day at the default interest rate specified in these standard terms.

7 Default Interest

If an operator fails to pay any amount payable to Airways under these standard terms by the due date, Airways without prejudice to any other rights available under these standard terms or at common law:

- a) May charge interest on the amount so unpaid. Interest shall be charged at the aggregate of the overdraft rate charged or chargeable to Airways by its principal bankers plus 2% calculated on a daily basis. Such interest shall be payable for the period from the due date for payment until payment of both principal and interest is made in full and shall accrue after as well as before judgement, and be payable on demand. Unless otherwise instructed, any payments received may be offset against oldest outstanding invoices first.
- b) Shall be entitled to recover from the operator all legal costs, charges, disbursements and expenses incurred by Airways in relation to any actions or proceedings arising out of or concerned with the obtaining or attempting to obtain payment of any amount payable to Airways under the standard terms on a solicitor and own client basis.

8 Variations to these Standard Terms

Airways may alter or vary these standard terms, including the charges, at any time. Airways shall notify any changes either in writing, by publication on its internet website or by public notice in the main metropolitan newspapers in Auckland, Hamilton, Wellington, Christchurch and Dunedin, no later than 30 days before any change becomes effective.

9 Operator to Maintain Standards

Every operator will ensure that their aircraft is operated at all times by properly qualified persons and in accordance with all applicable statutory and governmental requirements and all applicable international treaties relating to aviation.

10 Limitation and Exclusion of Liability

10.1 In this clause

- a) "Airways" means Airways Corporation of New Zealand Limited and includes its directors, officers, employees and agents.
- b) The sums mentioned in terms of Special Drawing Rights refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into New Zealand currency shall, in the case of judicial proceedings, be made according to the value of New Zealand currency in terms of the Special Drawing Right at the date of judgement.

10.2 Airways shall have no liability for loss, damage or delay (including consequential, financial or economic loss, and claims for indemnity or contribution) suffered or incurred by an operator, whether such liability arises in contract or in tort or in any way howsoever, in respect of or arising out of or in any way connected with the provision of Airways services contemplated by these standard terms except as follows:

- a) In the case of claims for loss or damage to the hull of any aircraft, the liability of Airways (if any) shall be limited to the direct cost of repair or replacement up to the insured value of such aircraft.
- b) In the case of claims arising from the death of or injury to any person the liability of Airways (if any) shall be limited to the equivalent of 100,000 Special Drawing Rights per person.
- c) In the case of claims in respect of loss of or damage to passengers' baggage the liability of Airways (if any) shall be limited to 1,000 Special Drawing Rights for each passenger.
- d) In the case of claims in respect of loss of or damage to cargo the liability of Airways (if any) shall be limited to 17 Special Drawing Rights per kg of cargo.

10.3 The sums mentioned in this clause are subject to abatement in accordance with Airways' proportion of responsibility (if any) for the event giving rise to the claim.

10.4 Nothing in this clause shall be construed as any indication or acceptance by Airways of any liability in any respect for any amount.

10.5 In respect of any third party claim, action, demand or proceeding against Airways every operator undertakes and agrees to indemnify Airways to the extent that such claim, action, demand or proceeding arises out of any wrongful act, neglect or default of the operator.

11 Governing Law

Any dispute arising out of the application or interpretation of these standard terms shall be governed by the laws of New Zealand, and the parties shall agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

12 Notices and Invoices

Every notice given (including any invoice) pursuant to these standard terms shall be sufficiently given if given in writing (including in electronic form) and delivered or sent to an operator at its address or to Airways at the address stated in clause 6.1. Operators are obliged to promptly notify Airways in writing of any change of address.

13 No Waiver

No delay, failure or forbearance by Airways to exercise (in whole or part) any right, power or remedy under, or in connection with these standard terms shall operate as a waiver. No waiver of any breach of any provision of these standard terms shall be effective unless that waiver is in writing and signed by Airways against whom the waiver is claimed. No waiver of any breach shall be, or be deemed to be, a waiver of any other or subsequent breach.

SCHEDULE – PRICING

A. Standard Charges

Types and calculations of charges

1. Charges within the New Zealand Flight Information Region (NZZC)

a. Definitions

Definitions applicable to this section unless the context otherwise requires:

- i. base charge means the base charge specified in Table A
- ii. chargeable distance means the distance in nautical miles between the origin and destination aerodromes minus the terminal navigation radius at both aerodromes. Nautical miles between common New Zealand routes are specified in Table B
- iii. IFR domestic factor means the applicable factor as per Table C
- iv. terminal navigation radius (or TNR) means the appropriate terminal distance as specified in Table F
- v. weight charge means:
 1. For aircraft under 2,000 kg: nil
 2. For aircraft from 2,000 – 30,000 kg MCTOW:
 - a. when calculating aerodrome service charges and approach service charges: \$ rate as per Table A x (MCTOW-2,000) kg
 - b. when calculating en-route domestic charges: \$ rate as per Table A x (MCTOW-2,000) kg x (chargeable distance/100)
 3. For aircraft over 30,000 kg MCTOW:
 - a. when calculating aerodrome service charges and approach service charges: \$ rate as per Table A x $\sqrt{\text{MCTOW}-2,000}$ kg
 - b. when calculating en-route domestic charges: \$ rate as per Table A x ($\sqrt{\text{MCTOW}-2,000}$ kg) x (chargeable distance/100)

b. Charges for VFR operations

- i. aerodrome service charge = base charge + weight charge + GST
- ii. VFR flight plan charge = charge as specified in Table A + GST

c. Charges for IFR operations

- i. aerodrome service charge = base charge + weight charge + GST
- ii. approach service charge =
 1. For aircraft from 2,000 – 7,999 kg MCTOW: [(base charge + weight charge) x IFR domestic factor] + GST
 2. For all other aircraft: base charge + weight charge + GST
- iii. en-route domestic charge =
 1. For aircraft from 2,000 – 7,999 kg MCTOW: [(base charge + weight charge) x IFR domestic factor] + GST
 2. For aircraft from 8,000 – 30,000 kg MCTOW: The greater of
 - i. \$10.00 + GST; or
 - ii. base charge + weight charge + GST
 3. For all other aircraft: base charge + weight charge + GST

- d. Charges for parachute services
- i. Operators receiving a parachute service shall (in addition to any other applicable charges) pay a charge per flight as specified in Table D (based on the applicable aircraft weight and the airspace complexity of the location as specified in Table E) + GST.
- e. Conditions and provisos
- i. Table A rates for aerodrome service charges and approach service charges are determined based on the aerodrome of destination.
 - ii. Aerodrome service charges will not apply at an unattended aerodrome (i.e. outside the hours when aerodrome control services are provided or at aerodromes where aerodrome control services are not provided).
 - iii. Approach service charges vary depending upon the aerodrome of destination as set out in Table A (where rates are prescribed for Auckland, Wellington, Christchurch, domestic attended and domestic unattended aerodromes). A list of aerodromes and their classification (e.g. as domestic attended or domestic unattended) is included in Table F. Notwithstanding an aerodrome's normal classification as domestic attended, the Table A domestic unattended rate for approach service charges will apply at that aerodrome when aerodrome control services are not provided.
2. Charges within the Auckland Oceanic Flight Information Region (NZZO)
- a. Definitions
- Definitions applicable to this section unless the context otherwise requires:
- i. base charge means the base charge specified in Table A
 - ii. oceanic chargeable distance means:
 1. For international flights: Airways' reasonable estimate of the average distance flown in nautical miles (by aircraft on the relevant route) between the outer boundary of the NZZO and the aerodrome of arrival or departure minus the total of 150 nautical miles plus the appropriate terminal navigation radius
 2. For international overflights: Airways' reasonable estimate of the average distance flown within the NZZO by aircraft on the relevant route
 - iii. terminal navigation radius (or TNR) means the appropriate terminal distance as specified in Table F
 - iv. weight charge means:
 1. For aircraft from 2,000 to 30,000 kg MCTOW: \$ rate as per Table A x (MCTOW-2,000) kg x (oceanic chargeable distance/100)
 2. For aircraft over 30,000 kg MCTOW: \$ rate as per Table A x $\sqrt{(MCTOW-2,000)}$ kg x (oceanic chargeable distance/100)
- b. En-route oceanic charge:
- i. Aircraft under 2,000 kg MCTOW: The greater of
 1. \$15.00 + GST; or
 2. base charge + GST
 - ii. Aircraft from 2,000 to 30,000 kg MCTOW: The greater of
 1. \$15.00 + GST; or
 2. base charge + weight charge + GST
 - iii. Aircraft over 30,000 kg MCTOW: base charge + weight charge + GST
- c. Conditions and provisos:
- i. GST is not charged on international overflights.
 - ii. International flights will pay en-route domestic charges based on a fixed chargeable distance of 150 nautical miles.

iii. Domestic flights operating between the Chatham Islands and Christchurch, Dunedin, Gisborne, Hastings, Napier or Wellington will pay:

1. En-route domestic charges based on a fixed chargeable distance of 75 nautical miles
2. En-route oceanic charges calculated as above provided that the 'oceanic chargeable distance' used for the purposes of the calculation shall mean: Airways' reasonable estimate of the average distance flown in nautical miles (by aircraft on the relevant route) between the outer boundary of the NZZO and the aerodrome of arrival or departure minus the total of 75 nautical miles plus the appropriate terminal navigation radius.

All other routes between New Zealand and the Chatham Islands will be charged standard en-route domestic and en-route oceanic charges (as described above – including in condition 2(d) (ii)).

3. Miscellaneous

a. Diversions

In the event of a missed approach at an attended aerodrome, if an aircraft receives an aerodrome control service or an aerodrome flight information service for charging purposes a landing will be deemed to have occurred and the flight completed. The aerodrome service charge, en-route domestic charge and approach service charge will therefore be payable, even if the aircraft does not terminate its flight at that aerodrome. Any consecutive attempt to terminate the flight at that aerodrome will not be charged.

Any subsequent diversion to another aerodrome will be charged as a separate flight from the intended destination to the alternate destination.

b. Extended or unscheduled out of hours service

Where extended coverage is requested and approved outside the published "core hours" of watch at the regional aerodromes, it will incur a flat fee of \$350 (excluding GST) for a maximum of 3 hours. This fee will be in addition to the normal Airways services charges that will also apply as specified in the pricing schedule.

c. Callsign as sole identifier

When a flight is identified only by a callsign, Airways is not able to ascertain the specific aircraft that is being flown. Airways' charges will therefore be calculated based on the heaviest MCTOW for that aircraft type in your fleet. To ensure that Airways' charges are based on the weight of the specific aircraft that is being flown, you must provide the registration mark.

d. Goods and Services Tax (GST)

Inland Revenue regards all Airways services as being liable for GST. The tax is therefore levied on all flights departing from and/or arriving into a New Zealand aerodrome. International flights which depart from and/or arrive into a New Zealand aerodrome are charged GST on the entire flight. Operators who believe that GST-exempt or zero-rated services are supplied to them should make the appropriate claim to Inland Revenue.

e. Charging with a change of flight rules

Notwithstanding anything to the contrary, for the purposes of charging for IFR services, the mere activation of an IFR flight plan will attract the full IFR charge. However, in those circumstances where an aircraft cancels IFR at or before the TNR, such flights will be charged 65% of the applicable IFR approach charge.

f. Notification of aircraft MCTOW

Operators must notify Airways of the MCTOW of their aircraft. If an operator fails to provide such notification, Airways' charges will be calculated based on the standard weight of that type of aircraft as specified in a national civil aircraft register or the manufacturer's specifications.

Any operator who modifies their aircraft to the extent that the aircraft's MCTOW is increased or decreased shall notify this new MCTOW to Airways in writing within 14 days of the modification being made.

At Airways' request, operators must promptly provide proof of any MCTOW information notified pursuant to this clause in the form of a copy of the aircraft's certificate of airworthiness.

g. Overdue SARTIME charge

A charge of \$35 + GST will be incurred in respect of each instance where:

- an Operator fails to amend or cancel a previously notified SARTIME before that SARTIME expires; and
- such failure was not the result of an emergency situation which requires the commencement of search and rescue action.

Table A: Table of Standard charges/rates

Service type	Aircraft MCTOW						
	Gliders and single engine agricultural aircraft	0 – 680 kg	681 – 1,999 kg	2,000 – 5,000 kg	5,001 – 7,999 kg	8,000 – 30,000 kg	30,001 kg & over
Aerodrome base charge							
Auckland	\$3.20	\$5.20	\$10.35	\$7.31	\$4.83	\$4.83	\$4.83
Christchurch	\$3.20	\$5.20	\$10.35	\$9.11	\$8.04	\$8.04	\$8.04
Dunedin	\$3.20	\$3.85	\$7.65	\$6.52	\$8.53	\$8.53	\$8.53
Gisborne	\$3.20	\$3.85	\$7.65	\$6.52	\$47.37	\$47.37	\$47.37
Hamilton	\$3.20	\$3.85	\$7.65	\$6.52	\$15.57	\$15.57	\$15.57
Invercargill	\$3.20	\$3.85	\$7.65	\$6.52	\$26.09	\$26.09	\$26.09
Milford Sound	\$9.60	\$11.25	\$22.00	\$18.68	\$18.67	\$18.67	\$18.67
Napier	\$3.20	\$3.85	\$7.65	\$6.52	\$17.69	\$17.69	\$17.69
Nelson	\$3.20	\$3.85	\$7.65	\$6.52	\$10.77	\$10.77	\$10.77
New Plymouth	\$3.20	\$3.85	\$7.65	\$6.52	\$18.26	\$18.26	\$18.26
Palmerston North	\$3.20	\$3.85	\$7.65	\$6.52	\$10.94	\$10.94	\$10.94
Paraparaumu	\$3.20	\$3.85	\$7.65	\$6.52	\$47.37	\$47.37	\$47.37
Queenstown	\$3.20	\$3.85	\$7.65	\$6.52	\$12.87	\$12.87	\$12.87
Rotorua	\$3.20	\$3.85	\$7.65	\$6.52	\$12.81	\$12.81	\$12.81
Tauranga	\$3.20	\$3.85	\$7.65	\$6.52	\$30.70	\$30.70	\$30.70
Wellington	\$3.20	\$5.20	\$10.35	\$9.11	\$7.45	\$7.45	\$7.45
Woodbourne	\$3.20	\$3.85	\$7.65	\$6.52	\$23.04	\$23.04	\$23.04
All other Aerodromes	\$3.20	\$3.85	\$7.65	\$6.52	\$6.49	\$6.49	\$6.49
Aerodrome weight charge							
Auckland				\$0.0088	\$0.0058	\$0.0058	\$0.09603
Christchurch				\$0.00110	\$0.00096	\$0.00096	\$0.16008
Dunedin				\$0.00236	\$0.00311	\$0.00311	\$0.51846
Gisborne				\$0.00236	\$0.01723	\$0.01723	\$2.87802
Hamilton				\$0.00236	\$0.00567	\$0.00567	\$0.94620
Invercargill				\$0.00236	\$0.00948	\$0.00948	\$1.58488
Milford Sound				\$0.00532	\$0.00377	\$0.00377	\$0.62994
Napier			N/A	\$0.00236	\$0.00644	\$0.00644	\$1.07431
Nelson				\$0.00236	\$0.00392	\$0.00392	\$0.65448
New Plymouth				\$0.00236	\$0.00664	\$0.00664	\$1.10983
Palmerston North				\$0.00236	\$0.00397	\$0.00397	\$0.66427
Paraparaumu				\$0.00236	\$0.01723	\$0.01723	\$2.87802
Queenstown				\$0.00236	\$0.00467	\$0.00467	\$0.78215
Rotorua				\$0.00236	\$0.00465	\$0.00465	\$0.77858
Tauranga				\$0.00236	\$0.01116	\$0.01116	\$1.86480
Wellington				\$0.00110	\$0.00090	\$0.00090	\$0.14829
Woodbourne				\$0.00236	\$0.00837	\$0.00837	\$1.39956
All other Aerodromes				\$0.00236	\$0.00236	\$0.00236	\$0.39425

Service Type	Aircraft MCTOW						30,001 kg & over
	Gliders & single engine agricultural aircraft	0 – 680 kg	681 – 1,999 kg	2,000 – 5,000 kg	5,001 – 7,999 kg	8,000 – 30,000 kg	
Approach base charge	Auckland Wellington Christchurch Paraparaumu Queenstown	\$5.90	\$5.90	\$41.05	\$38.74	\$38.74	\$40.68
		\$5.90	\$5.90	\$41.05	\$38.74	\$38.74	\$38.74
Other Domestic Attended Domestic Unattended	N/A	\$2.75	\$2.75	\$20.05	\$19.22	\$19.22	\$19.22
		\$6.15	\$6.15	\$44.75	\$42.90	\$42.90	\$42.90
Approach weight charge	Auckland Wellington Christchurch Paraparaumu Queenstown	\$4.60	\$4.60	\$33.30	\$31.92	\$31.92	\$31.92
		\$2.75	\$2.75	\$20.05	\$19.22	\$19.22	\$19.22
Other Domestic Attended Domestic Unattended	N/A	N/A	N/A	\$0.00866	\$0.00818	\$0.00818	\$1.43483
		N/A	N/A	\$0.00866	\$0.00818	\$0.00818	\$1.36640
En-route domestic base charge	N/A	\$0.02642 x chargeable distance	\$0.02642 x chargeable distance	\$0.13253 x chargeable distance	\$0.13248 x chargeable distance	\$0.13248 x chargeable distance	\$0.13248 x chargeable distance
		N/A	N/A	\$0.00262	\$0.00262	\$0.00262	\$0.43990
En-route oceanic base charge	N/A	\$0.06309 x oceanic chargeable distance	\$0.06309 x oceanic chargeable distance	\$0.16116 x oceanic chargeable distance	\$0.16116 x oceanic chargeable distance	\$0.16116 x oceanic chargeable distance	\$0.16116 x oceanic chargeable distance
		N/A	N/A	\$0.00047	\$0.00047	\$0.00047	\$0.07580
Internet Flight Information Service (IFIS)		Free of charge except for filing VFR flight plans					
VFR flight plan filing (via IFIS) and receiving of a flight information and alerting service		\$4.50					
VFR flight plan filing (via any means other than IFIS) and receiving of a flight information and alerting service		\$6.50					

Table C: Approach and en-route IFR domestic factor table

Aircraft MCTOW (kg)	Factors to be applied
2,000 – 2,999	0.30
3,000 – 3,999	0.35
4,000 – 4,999	0.40
5,000 – 5,999	0.50
6,000 – 6,999	0.60
7,000 – 7,999	0.70

Table D: Parachute service charge per flight

	Airspace complexity		
	Low	Medium	High
Low (<1,700 kg)	\$2.00	\$2.50	\$10.00
Medium (1,700 – 2,500 kg)	\$3.00	\$4.00	\$10.00
Heavy (>2,500 kg)	\$4.00	\$6.00	\$10.00

Table E: Parachute service charge – airspace complexity classifications

Location of parachute operations	Less than 20 average flights*/day during high season operations	Average 20 flights*/day or more during high season operations
Class C control zone	High	High
Class D control zone and/or instrument approach area and/or an area where IFR aircraft position for visual approach	Medium	High
On or adjacent to major air route(s) such that active ATC is required to control IFR traffic or delays to IFR aircraft are incurred	Medium	High
Within area of conflict with IFR routes and not in radar coverage	Medium	High
Low density IFR routes where parachuting has low priority or workload	Low	Low
Parachute operations outside controlled airspace	No charge	No charge

Examples of airspace complexity classifications are located in the Standard Terms and Conditions Explanatory document (available on Airways' website: www.airways.co.nz).

*Flight count is for the total number of parachute flights in the relevant area of airspace, not per operator.

Table F: Aerodromes by type and terminal navigation radius

Aerodrome Type	Aerodrome Name	Abbreviation	TNR in Nautical Miles
International	Auckland	AA	25
	Christchurch	CH	25
	Wellington	WN	25
Domestic Attended	Dunedin	DN	15
	Gisborne	GS	15
	Hamilton	HN	15
	Milford Sound	MF	15
	New Plymouth	NP	15
	Napier	NR	15
	Nelson	NS	15
	Invercargill	NV	15
	Ohakea	OH	25
	Palmerston North	PM	15
	Paraparaumu	PP	10
	Queenstown	QN	15
	Rotorua	RO	15
	Tauranga	TG	10
	Woodbourne	WB	10
Whenuapai	WP	10	
Domestic Unattended	Alexandra	LX	10
	Ardmore	AR	10
	Ashburton	AS	10
	Fielding	FI	10
	Glentanner	GT	10
	Great Barrier	GB	10
	Hastings	HS	10
	Hawera	HA	10
	Hobsonville	HB	10
	Hokitika	HK	10
	Kaikoura	KI	10
	Kaitia	KT	10
	Kerikeri	KK	10
	Manapouri	MO	10
	Masterton	MS	10
	Matamata	MA	10
	Motueka	MK	10
	Mount Cook	MC	10
	North Shore	NE	10
	Oamaru	OU	10
	Omaka	OM	10
	Pukaki	UK	10
	Ryans Creek	RC	10
	Taieri	TI	10
	Takaka	TK	10
	Taupo	AP	10
	Timaru	TU	10
	Wairoa	WO	10
	Wanaka	WF	10
	Wanganui	WU	10
	Westport	WS	10
	Whakatane	WK	10
	Whangarei	WR	10
Whitianga	WT	10	
Wigram	WG	10	

B. Alternative Charges and Exemptions

1. Light aircraft options

Qualifying operators of aircraft with MCTOW of less than 5,000 kg may choose one of the following light aircraft options:

- Ticket charging
- Contract charging

Note: The light aircraft options are not available for parachute service charges or for any aerodrome service charges levied in respect of Milford Sound aerodrome.

a. Ticket charging

Under the ticket charging option, a ticket is pre-purchased for a specific aircraft to cover Airways services as shown in the table below. The ticket will be 'clipped' whenever a service is used, with the remaining ticket value reduced by the unit value of that particular service (as specified below).

Unless an operator notifies Airways in writing prior to full utilisation of the ticket value, a new ticket (of identical value to the original value of the fully utilised ticket) will be automatically issued. An invoice and an activity report for the ticket will be sent to the operator following the end of the month after the full utilisation of the ticket. Any change to a new charging option will only apply once the existing ticket has been fully utilised.

Each ticket is associated with a particular aircraft and is not refundable or transferable to another aircraft. If there is a change in ownership of the aircraft, the ticket (and any unutilised units) will remain with the aircraft. Tickets have no residual value and cannot be redeemed for cash or offset against any liability owed to Airways.

Ticket size	Price per ticket excluding GST
50 units	\$45
100 units	\$90
250 units	\$225
500 units	\$450
750 units	\$675
1,000 units	\$900

Ticket option units or 'clips' taken for services used

Service Weight	ADR	IFR	FPN	IFIS FPN
0 – 680 kg	5 units	6 units	6 units	4 units
681 – 1,650 kg	7 units	7 units	6 units	4 units
1,651 – 3,000 kg	9 units	11 units	6 units	4 units
>3,000 – 4,000 kg	10 units	17 units	6 units	4 units
>4,000 – 5,000 kg	11 units	21 units	6 units	4 units

Note:

ADR A service charge applied for any landing at an attended aerodrome

IFR A service charge applied for any IFR flight operation, in addition to applicable ADR charges

- An IFR flight is completed when, under the standard charging option, an approach service charge or en-route domestic charge would normally be incurred.
- Where an IFR flight is cancelled en-route, the operator will still incur the IFR charge.

FPN A service charge for a VFR flight plan filed other than via the internet

IFIS FPN A service charge for a VFR Flight Plan filed via the internet (IFIS)

b. Contract charging

The contract charging option is only available to operators who generate a minimum level of Airways' charges per annum (as shown in the table below). Under this option operators can negotiate a fixed amount based on the anticipated annual movements for their aircraft fleet for the coming year, payable monthly in advance in 12 equal instalments on the first day of the month.

Charges during the contract term will be calculated using the standard charging and the ticket charging options, with the discount applied to the lesser of the two totals.

For a particular aircraft to be covered under a contract agreement, Airways must be notified of its registration number. In the absence of such notification standard charging will apply in respect of that aircraft. Contracts must be re-negotiated for each 12 month period. If a contract is not re-negotiated before its expiry, the operator will be moved on to standard charging.

At the end of each 12 month term there will be a reconciliation done between the actual total charges incurred for the term and the contracted amount. An invoice or credit note will be issued for this amount to settle the contract within 60 days of its expiry.

Airways charges incurred per annum excluding GST	Discount under contract charging option
Under \$10,000	None
\$10,000 - \$14,400	15%
Over \$14,401	20%

2. Exemptions for specific aircraft, activities and events

a. Air-shows, exhibitions and competitions

Airways is willing to consider applications from organisers of air-shows, pageants and competitions for a concession on Airways' charges for such special events. The decision to grant any concession in any particular case is at the sole discretion of Airways.

Applications for an exemption must be sent in writing to the Customer Accounts Controller at:

Customer Accounts
Airways Corporation of New Zealand Limited
PO Box 294
Wellington 6140
NEW ZEALAND

Applications must be made at least 20 working days prior to the event. Late applications will not be considered.

Prior to the event, the organiser must deliver to both the Customer Accounts Controller and the Chief Controller or Chief Flight Service Specialist at the aerodrome at which the event is to take place, a list containing the registrations of the aircraft taking part in the event.

b. Emergencies

Airways will credit the aerodrome service charge and approach service charge (if applicable) when fully satisfied that those charges were due to a genuine emergency. A genuine emergency is considered to occur when a risk to the aircraft and/or the health of persons onboard develops during flight which necessitates an immediate landing at the first available aerodrome.

The exemption is only available if the emergency arose during the flight and the aerodrome of landing was not the aircraft's intended destination at the commencement of the flight. Application for the credit must be made in writing to the Customer Accounts Controller at:

Customer Accounts
Airways Corporation of New Zealand Limited
PO Box 294
Wellington 6140
NEW ZEALAND

c. Engineering test flights

Only one landing per day will be charged for:

- i. flights made exclusively for the purpose of enabling an aircraft to qualify for the issue or renewal of a certificate of air-worthiness; and
- ii. flights made exclusively for the purpose of testing aircraft following overhauls, modifications, replacements, repairs and inspections for which a release to service is required to be given pursuant to Civil Aviation Rules.

d. Glider operations

For glider operations, every landing of the glider will be charged. The tow plane landings following the glider launch will be exempt where the subsequent landing is made at the aerodrome of departure.

e. Pilot training flights

Any flight operation which involves continuous circuits at an attended aerodrome and which is exclusively for pilot training will be charged an aerodrome service charge and/or an approach service charge on the final landing or the last service provided.

The exemption for the intermediate circuits applies for each distinct flight operation, even in the following scenarios:

- touch and goes are completed;
- the aircraft stops on the runway and recommences the flight;
- the aircraft stops to take on or release an instructor;
- the aircraft stops and vacates the runway to facilitate other traffic movements.

If during a particular flight operation an aircraft transits to another attended aerodrome, this training exemption shall apply in the same way at that aerodrome, i.e. the final landing or the last service provided at the aerodrome will be charged along with any applicable en-route charges.

f. Single engine agricultural aircraft

For charging purposes, single engine aircraft exclusively designed for and engaged in agricultural air operations shall be charged a reduced flat rate landing fee (as shown in Table A).

Operators of such aircraft must complete a declaration under the Oaths and Declarations Act 1957 stating that the aircraft for which they are seeking to have this provision apply is to be used exclusively for agricultural operations.

Operators must notify Airways in writing within 14 days of any change in the use of the aircraft. Airways may recharge operators for any undercharged movements resulting from non-notification of a change in use of the aircraft.

g. Vintage aircraft with MCTOW 2,000 kg or over

Vintage aircraft with MCTOW 2,000 kg or over will be deemed for charging purposes to weigh 1,999 kg and they will be invoiced at the rate applicable. In order to qualify for this concession, aircraft must not be engaged in hire and reward at any time.