

# **Contents**

Introduction	3
Standard Terms and Conditions	4
1. Interpretation	4
2. Provision of Airways' Services	8
3. Origins and Destinations	8
4. Charges for Airways Services	8
5. Payments	9
6. Review of Airways' Charges	9
7. Default Interest	10
8. Variations to these Standard Terms	11
9. Operator to Maintain Standards	11
10. Limitation and Exclusion of Liability	11
11. Governing Law	12
12. Notices and Invoices	12
13. No Waiver	12
14. Privacy and Data Use	12
Pricing Schedule	14
Appendices: Tables A – C	24

## Introduction

Airways Corporation of New Zealand Limited ('Airways') is a State-Owned Enterprise established under the State-Owned Enterprises Act 1986. Airways provides services on a commercial basis under that Act, and is authorised under the Civil Aviation Act and 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 contained in this document or payment queries, please contact Airways

via either of the following:

#### Mail

Customer Accounts Airways Corporation of New Zealand Limited PO Box 53 093 Auckland 2150 New Zealand

#### **Phone**

0800 500 045 (toll-free within New Zealand) or + 64 9 257 7500

#### **Email**

customer.accounts@airways.co.nz

## **Standard Terms and Conditions**

## 1. Interpretation

1.1 In these Standard Terms, unless the context otherwise requires:

**Address** in relation to an operator means the last address, whether physical or electronic, as set out on the Civil Aviation Authority Aircraft Register or 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, aerodrome visual navigation aid services, aerodrome flight information services and alerting services as further detailed in Airways' Service Framework but excluding services covered by:

- a) the circuit charge
- b) the vicinity landings charge
- c) the controlled VFR transit charge.

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' Pricing Framework** means Airways' current published Pricing Framework (as amended from time to time).

**Airways' Service Framework** means Airways' current published Service Framework (as amended from time to time).

**Airways' services** means the following services, which fall within the Base Services categories and are separated out for the purposes of the pricing schedule, or are other services provided by Airways:

- a) air traffic control service for aerodrome traffic ("aerodrome control service")
- b) air traffic control service for controlled flights in controlled airspace ("area control service")
- c) air traffic control service for arriving or departing controlled flights ("approach control service")
- d) air traffic service provided to notify appropriate organisations regarding aircraft in need of search and rescue aid, and to assist such organisations as required ("alerting service")
- e) a service provided for the purpose of giving advice and information useful for the safe and efficient conduct of flights ("area flight information service")

- f) 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")
- g) 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")
- h) 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")
- i) services provided to IFR aircraft in uncontrolled airspace ("IFR services in uncontrolled airspace")
- j) the provision of visual navigation aids at an aerodrome ("aerodrome visual navigation aid service")
- k) a service provided to parachute operations in controlled airspace ("parachute service")
- l) the provision of electronic navigation aids other than visual navigation aids ("electronic navigation aids service")
- m) any other air navigation services provided by Airways ("any other services").

**Approach Service charge** means a charge covering the provision of approach control services, area flight information services, alerting services, electronic navigation aids services and/or navigation procedures as further detailed in Airways' Service Framework.

**Base services** means those Airways' services which are classified as base services in Airways' Service Framework.

CAA means the New Zealand Civil Aviation Authority.

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

#### **Circuit** includes:

- a) a missed approach
- b) approach training with no landing intended
- c) a touch and go
- d) an overshoot
- e) a stop and go
- f) a go round.

but does not include a landing.

**Circuit charge** means a charge covering the provision of services to operators undertaking a circuit or circuits in the circumstances described in Part A, clause 1(f) of the pricing schedule.

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

**Controlled VFR transit charge** means a charge covering the provision of services for VFR flights through an aerodrome control zone in the circumstances described in Part A, clause 1(h) of the pricing schedule.

**En-route Domestic Service charge** means a charge covering the provision of area control services, area flight information services, electronic navigation aids services and alerting services for IFR flights within the NZZC as further detailed in Airways' Service Framework.

**En-route Oceanic Service charge** means a charge covering the provision of area control services, area flight information services and alerting services for IFR and VFR flights within the NZZO as further detailed in Airways' Service Framework.

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

**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.

#### Landing includes:

- a) any landing made within the aerodrome boundary fence in respect of each aerodrome, if aerodrome control or flight information services are available
- b) any movement which but for its inclusion within this landing definition would constitute a circuit where, following such movement the aircraft departs the aerodrome control zone without landing or undertaking another circuit
- c) in respect of vicinity landing charges, any landing made within the vicinity of an aerodrome.

#### Manoeuvring area:

- a) 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
- b) 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, measured in tonnes (up to 3 decimal places).

**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 a notice 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 Part A, clause 3(f) of the pricing schedule.

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

Pricing period means the pricing period specified in Part A of the pricing schedule.

**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 (as amended from time to time).

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 vicinity landings charge, means any part of the aerodrome control zone which is not at the attended aerodrome but local variations to this definition may be implemented following consideration of any location specific air traffic services issues and consultation with operators affected.

**Vicinity landings charge** means a charge covering the separation and/or flight information service received while operating in an aerodrome control zone and making a vicinity landing in the circumstances described in Part A, clause 1(g) of the pricing schedule.

#### 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 gender.
- 1.2.3 Headings are for guidance only and shall not affect the interpretation of these Standard
- 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 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. Charges for Airways Services

- 4.1 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 and, except as required by law, such payment must be made without withholding or deduction for any reason (whether by set-off, counterclaim or otherwise).
- 4.2 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.
- 4.3 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 4.3.
- 4.4 Airways shall not reduce any charges by reason of the unavailability of part or all of Airways' services
- 4.5 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 security interest (over collateral of sufficient value to satisfy the obligations to Airways (as determined by Airways) bond, guarantee or direct debit authority in favour of Airways and may be required from the owner or operator of aircraft, or their bankers, at Airways' sole discretion. If Airways requires a security interest, Airways may register such security interest on the New Zealand Personal

- Property Securities Register, and the owner, operator or person who has possession of the collateral shall do anything reasonably required by Airways to enable Airways to register the security interest, perfect and maintain the registration.
- 4.6 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 4.5 of these Standard Terms.

## 5. Payments

- 5.1 All payments due to Airways are to be paid in such manner as Airways directs, and must be received by Airways in accordance with the terms and by the due date shown on the invoice (unless otherwise agreed in writing with Airways). Invoices are generally issued on a monthly basis
- 5.2 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 by the due date.
- 5.3 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.

## 6. Review of Airways' Charges

- 6.1 Subject to clause 6.3, the quantum of any charges specified in the pricing schedule shall not be amended prior to expiry of the then current pricing period (normally three years from the immediately preceding review date).
- 6.2 On or after the expiry of each pricing period, Airways may amend the charges specified in the pricing schedule. If the current pricing period expires before Airways amends the charges pursuant to this clause, the current charges shall remain applicable pending any subsequent amendment.
- 6.3 Airways may amend the charges specified in the pricing schedule within a current pricing period in the following circumstances:
  - 6.3.1 Base revenue fluctuations
    - If Airways' traffic volume forecast, in respect of aircraft of 5 tonnes and over, for the second and/or third year of a pricing period (each a "Reset Year") indicates that revenue derived from such aircraft movements will be outside a range of -2% to +2% from the target pricing revenue used when fixing prices at the start of the relevant pricing period (the "Target Revenue"), Airways will reset prices in respect of such aircraft for the relevant Reset Year. This forecast and reset process shall proceed as follows:
      - a) Airways will undertake a traffic volume forecast in April of the year preceding each Reset Year (a "Forecast Year") based on published schedules as at 1 April in the Forecast Year.
      - b) Airways will post the results of such forecast on its website (or otherwise advise affected operators of the outcomes) on or about 30 April in the Forecast Year.
      - c) Airways will subsequently update its forecast to take account of:
        - i. any updates to schedules notified by affected operators before 15 May in the Forecast Year; and

- ii. at Airways' absolute discretion, any other expected schedule changes advised by affected operators before 15 May in the Forecast Year.
- d) The final forecast completed as outlined above, shall be used to reset prices for the relevant Reset Year as follows:
  - iii. Airways will bear or receive the benefit of the first 2% of any revenue variance between the Target Revenue for the relevant Reset Year and the forecast revenue.
  - iv. Prices will be set at the level necessary to adjust (up or down) for any remaining variance between the Target Revenue and the forecast revenue.
- 6.3.2 Charges may also be adjusted to the extent reasonably necessary to remove the financial effect (upon Airways) of any of the following events:
  - a) Material change to the scope of Airways' network (e.g. addition or removal of an aerodrome).
  - b) Legislative change (including change to any statute, decree, ordinance, rule, regulation, treaty or other legislative measure) that has, or will have, a material and adverse effect upon Airways' provision of the Airways services (or upon costs associated therewith).
  - c) Material (unplanned) service enhancements.
  - d) Any other circumstance that has, or will have a material and adverse effect on Airways, its assets, liabilities or financial position (including profits or losses) not being a circumstance that could reasonably have been avoided by prudent management action.
  - e) Such other changes or circumstances that may result in Airways making a reduction in any charges set out in the pricing schedule.
- 6.4 All amendments to charges pursuant to this clause must be notified in accordance with clause 8 below.

#### 7. Default Interest

- 7.1 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 costs, charges, disbursements and expenses (including legal costs on a solicitor and own client basis) incurred by Airways in connection with obtaining or attempting to obtain payment of any amount payable to Airways under the Standard Terms.

### 8. Variations to these Standard Terms

8.1 Airways may alter or vary these Standard Terms 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 and such notice shall be deemed as notice properly given.

## 9. Operator to Maintain Standards

9.1 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, but not limited to, direct, indirect, 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 but only 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 113,100 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 1,131 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 19 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 fully indemnify Airways if and to the extent that such claim, action, demand or proceeding arises out of or is caused or contributed to by any wrongful act, neglect or default of the operator and/or to the extent that such claim, action,

demand or proceeding relates to losses or damages claimed by that operator from a third party which would not be recoverable under clause 10.2 if claimed by that operator directly from Airways.

## 11. Governing Law

11.1 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

12.1 Every notice given (including any invoice) pursuant to these Standard Terms shall be sufficiently given if provided in writing (including in electronic form) and delivered or sent to an operator at its address, or to Airways at the mail or email address set out in the Introduction section of these Standard Terms. Operators are obliged to promptly notify Airways in writing of any change of address.

### 13. No Waiver

13.1 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.

## 14. Privacy and Data Use

- 14.1 Airways collects operator names and addresses from the Civil Aviation Authority Aircraft Register under arrangement with the CAA. This information is used for the purposes of recovering charges owing pursuant to these Standard Terms, investigating incidents, communicating with operators with regard to matters associated with Airways' services (including, for example, in relation to incident investigations or pending pricing consultations) and other matters associated with the provision of Airways' services. It is also supplied to certain airport companies to support such companies' billing processes.
- 14.2 Airways' systems also capture and record details of aircraft movements including arrival and departure times and locations (both scheduled and actual), aircraft identifiers, persons on board, flight paths and associated information. Such aircraft movement and associated information may also be used for the purposes outlined in clause 14.1. Airways also supplies movement and associated data to third parties for commercial purposes (including, but not by way of limitation, in relation to airport billing, aircraft noise monitoring, customised reports/data for aviation consultants, airport flight information displays and aviation related products/services offered by third parties).
- 14.3 In collecting, holding and processing personal information outlined in clauses 14.1 and 14.2 above, Airways will comply with the Privacy Act 2020 and any other applicable privacy laws. Operators are entitled to receive upon request access to their personal information and to request that Airways correct the personal information it holds on them. Such requests can be made using the contact details listed in the Introduction section of these Standard Terms.
- 14.4 In order to ensure compliance with applicable laws and to maintain cyber security standards, Airways and its authorized contractors monitor use of and interaction with Airways'

information systems (including email traffic, web browsing and file transfers). This monitoring includes activity logging and analysis, and occasional formal audit. Encrypted traffic streams are routinely opened by our monitoring systems for the purpose of ensuring these do not contain malware or other threats to our cyber security. Information gathered through such monitoring (regardless of whether it relates to or is connected with an operator involved in any malicious or illegal activity) may be:

- a) used to prevent and resolve unauthorized access to or attacks on Airways' information systems);
- b) provided to others (such as security data analysis companies, information security providers, the police and/or other government agencies) to:
  - i. comply with New Zealand or overseas laws;
  - ii. improve cyber security; and/or
  - iii. assist Airways to decide what is needed in order to comply with such laws or improve cyber security;

Airways shall not be responsible or liable to any operator or other party if it uses or provides information about an operator for the purposes outlined above. Airways may, and only if absolutely necessary in certain circumstances, be forced to limit its on-going exposure by blocking or otherwise terminating certain data flows that enter or exit our facilities. Where possible and reasonable, Airways will give prior warning to affected parties.

# **Pricing Schedule**

## A. Standard Charges

### a) Pricing Period

Subject to clause 6 of the Standard Terms, the charges set out in this pricing schedule apply with effect from 30 June 2025.

### b) Definitions

Definitions applicable to this section unless the context otherwise requires:

- i. minimum price means the minimum price specified in the table applicable to the relevant charge and period (as set out below)
- ii. base rate means the base rate specified in the table applicable to the relevant charge and period (as set out below)
- iii. weight rate means the weight rate specified in the table applicable to the relevant charge and period (as set out below)
- iv. 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 A (see appendices)
- v. 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 in nautical miles.
- i. terminal navigation radius (or TNR) means the appropriate terminal distance as specified in Table C (see appendices).

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

### a) Aerodrome Service charge:

The greater of the minimum price or:

aircraft under 5 tonnes MCTOW	= base rate x MCTOW / 5
aircraft from 5 – 30 tonnes MCTOW	= base rate + weight rate x (MCTOW - 5)
aircraft over 30 tonnes MCTOW	= base rate + weight rate x 5 x √(MCTOW – 5)

where the minimum price and applicable rates are as set out in the tables below:

#### From 30 June 2025

Location	Minimum Price	Base Rate	Weight Rate >5 tonnes
Auckland	\$12.94	\$16.80	\$4.13
Christchurch	\$12.94	\$16.80	\$8.05
Wellington	\$12.94	\$16.80	\$9.29
Queenstown	\$9.04	\$16.80	\$8.36
Regional Airport (Group 1)	\$9.04	\$16.80	\$16.02
Regional Airport (Group 2)	\$9.04	\$16.80	\$14.97
Milford	\$58.40	\$160.47	Not Applicable
Kapiti	\$9.04	\$16.80	\$79.83
Group 1 includes Nelson, Palmerston North, Tauranga and Hamilton.			
Group 2 includes Dunedin, Gisborne, New Plymouth, Napier, Invercargill, Rotorua and Woodbourne.			

## b) Approach Service charge:

#### i. Attended Aerodromes

The greater of the minimum price or:

aircraft under 5 tonnes MCTOW	= base rate x MCTOW / 5
aircraft from 5 – 30 tonnes MCTOW	= base rate + weight rate x (MCTOW – 5)
aircraft over 30 tonnes MCTOW	= base rate + weight rate x 5 x √ (MCTOW – 5)

where the minimum price and applicable rates are as set out in the tables below:

#### From 30 June 2025

Location	Minimum Price	Base Rate	Weight Rate >5 tonnes
International towers	\$6.47	\$25.92	\$13.98
Regional towers	\$6.47	\$25.92	\$12.25
Additional Auckland CAT III weight rate (added to the international tower price for aircraft over 30 tonnes)	Not Applicable		\$0.45
Additional Queenstown Multilat weight rate (added to the regional tower price for aircraft over 5 tonnes)	Not Applicable		\$1.64

International Towers include Auckland, Wellington and Christchurch.

Regional Towers includes Queenstown, Nelson, Palmerston North, Tauranga, Hamilton, Dunedin, Gisborne, New Plymouth, Napier, Invercargill, Rotorua and Woodbourne.

For landings outside the published hours of aerodrome control service watch at attended aerodromes the approach service charge will be 40% of the standard approach service charge (calculated as specified above).

#### ii. Unattended Aerodromes

The greater of the minimum price or:

aircraft under 5 tonnes	= base rate x MCTOW / 5
aircraft from 5 – 30 tonnes	= base rate + weight rate x (MCTOW - 5)
aircraft over 30 tonnes	= base rate + weight rate x 5 x √ (MCTOW – 5)

where the minimum price and applicable rates are as set out in the tables below:

#### From 30 June 2025

Location	Minimum Price	Base Rate	Weight Rate >5 tonnes
Taupo	\$3.95	\$22.11	\$13.75
Timaru	\$3.95	\$22.11	\$21.12
Whanganui	\$3.95	\$22.11	\$12.79
Hokitika	\$3.95	\$22.11	\$13.62
Whangarei	\$3.95	\$22.11	\$6.27
Kerikeri	\$3.95	\$22.11	\$3.23
Kapiti	\$3.95	\$22.11	\$5.14
Whakatane	\$3.95	\$22.11	\$12.96
Westport	\$3.95	\$22.11	\$11.10
Kaitaia	\$3.95	\$22.11	\$16.90
Great Barrier	\$3.95	\$22.11	\$20.00
Oamaru	\$3.95	\$22.11	\$21.12
Wanaka	\$3.95	\$22.11	\$21.12
Wairoa	\$3.95	\$22.11	\$21.12
Other unattended aerodromes	No charge		

## c) En-route Domestic Service charge:

The greater of the minimum price or:

aircraft under 5 tonnes	= base rate x chargeable distance / 100
	= [base rate + weight rate x (MCTOW – 5)] x chargeable distance/100
	= [base rate + weight rate x 5 x √(MCTOW – 5)] x chargeable distance/100

where the minimum price and applicable rates are as set out in the following tables:

#### From 30 June 2025

Area	Minimum Price	Base Rate	Weight Rate >5 tonnes
Domestic En-route	\$7.55	\$7.50	\$3.41

## d) VFR Flight Plan charge:

	From 30 June 2025
VFR flight plans filed online	\$5.75
VFR flight plans filed by other means	\$8.26

## e) Parachute Service charge:

Operators receiving a parachute service shall (in addition to any other applicable charges) pay a charge per flight as specified in the table below (based on the applicable aircraft weight and the airspace complexity of the location as specified in Table B [see appendices]).

#### From 30 June 2025

	Airspace Co	mplexity	
Aircraft Weight	Low	Medium	High
Low (<1,700 kg)	\$2.51	\$3.18	\$12.70
Medium (1,700 - 2,500 kg)	\$3.82	\$5.11	\$12.70
Heavy (>2,500 kg)	\$5.11	\$7.61	\$12.70

### f) Circuit charge:

Circuits are charged a fixed circuit charge as specified in the table below for each circuit made. However, a circuit charge will not be applied if the reason for a circuit is due to air traffic control instructions.

Year	Circuit charge
From 30 June 2025	\$4.25

### g) Vicinity Landings charge:

Landings in the vicinity of an aerodrome are charged at a fixed vicinity landings charge as specified in the table below for each landing made.

Year	Circuit charge
From 30 June 2025	\$4.25

## h) Controlled VFR Transit charge:

A VFR flight through an aerodrome control zone that does not:

- land at the aerodrome (thereby incurring an aerodrome service charge);
- incur a vicinity landing charge;
- incur a circuit charge;

is charged a controlled VFR transit charge as specified in the table below in respect of each new aerodrome control zone entered during a single flight.

An aircraft entering and exiting a single aerodrome control zone multiple times in a single flight will incur a single controlled VFR transit charge.

Year	Controlled VFR transit charge
From 30 June 2025	\$4.25

#### i) Conditions and provisos:

- Aerodrome service charges are incurred in respect of landings with rates determined based on the aerodrome of destination.
- Approach service charges are incurred in respect of landings and missed approaches with rates determined based on the aerodrome of destination.
- 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).

#### 3. Charges within the Auckland Oceanic Flight Information Region (NZZO)

#### a) En-route Oceanic Service charge:

The greater of the minimum price or:

aircraft under 5 tonnes	= base rate x oceanic chargeable distance / 100					
	= [base rate + weight rate x (MCTOW – 5)] x oceanic chargeable distance/100					
	= [base rate + weight rate x 5 x √(MCTOW – 5)] x oceanic chargeable distance/100					

where the minimum price and applicable rates are as set out in the tables below:

#### From 30 June 2025

Area	Minimum Price	Base Rate	Weight Rate >5 tonnes
Oceanic En-route	\$22.65	\$7.50	\$0.94

### b) Conditions and provisos:

- i. International flights will pay en-route domestic service charges based on a fixed chargeable distance of 150 nautical miles.
- ii. Domestic flights operating between the Chatham Islands and Christchurch, Dunedin, Gisborne, Hastings, Napier or Wellington will pay:
  - 1. En-route domestic service charges based on a fixed chargeable distance of 75 nautical miles
  - 2. En-route oceanic service 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 service and en-route oceanic service charges (as described above).

#### 4. Miscellaneous

### a) 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 (excluding GST) as shown in the table below 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.

	From 30 June 2025
Out of hours - Aerodrome control service	\$444.5
Out of hours - Aerodrome flight information service	\$266.7

### b) 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.

### c) 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 and it is payable in addition to the charges specified in this pricing schedule. International flights which depart from and/or arrive into a New Zealand aerodrome are charged GST on the entire flight. However, GST is not charged on international overflights. Operators who believe that GST-exempt or zero- rated services are supplied to them should make the appropriate claim to Inland Revenue.

### d) 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.

#### e) 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.

#### f) Overdue SARTIME charge

A charge shown in the table below will be incurred in respect of each instance where:

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

	From 30 June 2025
Overdue SARTIME	\$44.50

## g) Enhanced Services

From time to time, Airways may offer services above the base services ("enhanced services"). Enhanced services will be offered and priced upon terms to be fixed on a case by case basis. Where charges or rates are included in the pricing schedule in respect of the provision of enhanced services (e.g. the additional weight rates included for Auckland CAT III and Queenstown Multilateration services in Section A clause 1(b)), such charges/rates will be added to any applicable standard charges/rates.

## **B.** Alternative Charges and Exemptions

#### 1. 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.

Customer Accounts
Airways Corporation of New Zealand Limited
PO Box 53 093
Auckland 2150
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 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 on board 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 Customer Accounts at:

Customer Accounts
Airways Corporation of New Zealand Limited
PO Box 53 093
Auckland 2150
NEW ZEALAND

#### c) Vicinity Landing Charge Exception Where:

- an aircraft undertakes multiple landings within the vicinity of an aerodrome; and
- Airways is able to materially reduce the quantity of aerodrome control and/ or flight information services provided in respect of such aircraft by issuing one instruction/clearance covering all such landings (a block clearance),

Airways may, at its discretion, waive any or all but one of the applicable vicinity landing charges.

# Appendices: Tables A – C

Table A: Distance chart in nautical miles

l able A	4: Disi	tance	cnai	rt ın ı	nauti	cai n	niles																										
		LX	AR	AA	СН	DN	GS	HN I	HK I	NV	KT	KK	MS	MF	NR	SN	NP	ou (	он ।	РМ	PP	QN	RO	AP '	TG	TU '	WN '	WS	WK	WU	WR '	WP '	WB
Alexandra	LX		550	547	170	55	547	513	164	84	632	630	372	69	477	287	427	73	399	400	355	29	525	488	544	95	331	228	550	400	608	556	295
Ardmore	AR	550		8	401	573	172	53	386	634	142	117	237	557	171	267	124	506	191	199	231	554	90	115	69	467	257	322	106	175	80	21	273
Auckland	AA	547	8		400	571	180	57	383	631	137	112	240	553	176	266	123	504	193	201	233	551	97	120	77	465	258	319	114	176	76	15	273
Christchurch	СН	170	401	400		176	378	359	81	249	504	496	203	210	309	134	277	108	233	233	188	186	364	325	385	74	163	112	387	238	469	412	131
Dunedin	DN	55	573	571	176		553	533	195	82	664	659	378	122	484	306	449	68	410	410	365	81	540	502	561	106	339	257	564	414	636	581	307
Gisborne	GS	547	172	180	378	553		132	398	628	310	281	175	574	70	268	178	486	151	147	191	559	84	88	102	452	215	345	66	157	244	194	253
Hamilton	HN	513	53	57	359	533	132		351	597	194	170	186	525	119	227	87	465	139	147	182	519	48	62	42	427	208	288	74	126	133	72	228
Hokitika	HK	164	386	383	81	195	398	351		248	469	466	231	177	328	130	264	134	247	251	208	168	366	331	384	95	188	64	393	244	443	392	146
Invercargill	NV	84	634	631	249	82	628	597	248		714	713	453	105	558	371	512	144	481	482	437	85	609	571	628	175	412	312	634	483	692	640	377
Kaitaia	KT	632	142	137	504	664	310	194	469	714		32	370	624	313	372	239	600	323	332	358	630	233	257	209	560	381	406	244	304	67	121	386
Kerikeri	KK	630	117	112	496	659	281	170	466	713	32		351	625	288	362	224	595	304	313	341	629	205	232	181	554	365	402	214	286	37	97	374
Masterton	MS	372	237	240	203	378	175	186	231	453	370	351		404	106	110	135	311	47	39	29	386	174	135	199	277	42	187	191	66	316	254	85
Milford Sound	MF	69	557	553	210	122	574	525	177	105	624	625	404		504	307	438	135	424	427	383	40	543	508	559	143	361	237	570	421	607	560	321
Napier	NR	477	171	176	309	484	70	119	328	558	313	288	106	504		199	127	416	81	76	121	489	85	56	111	382	145	275	92	89	251	191	183
Nelson	NS	287	267	266	134	306	268	227	130	371	372	362	110	307	199		143	238	117	123	83	296	238	201	256	199	71	77	264	114	335	277	31
New Plymouth	NP	427	124	123	277	449	178	87	264	512	239	224	135	438	127	143		382	90	102	119	433	113	89	123	343	141	201	143	69	193	134	150
Oamaru	OU	73	506	504	108	68	486	465	134	144	600	595	311	135	416	238	382		342	342	297	99	472	433	493	40	271	194	495	346	570	515	239
Ohakea	ОН	399	191	193	233	410	151	139	247	481	323	304	47	424	81	117	90	342		12	45	410	132	93	156	306	72	194	154	22	269	207	104
Palmerston North	РМ	400	199	201	233	410	147	147	251	482	332	313	39	427	76	123	102	342	12		45	412	136	96	160	307	70	200	155	34	278	216	106
Paraparaumu	PP	355	231	233	188	365	191	182	208	437	358	341	29	383	121	83	119	297	45	45		367	177	138	201	262	26	160	199	56	308	246	62
Queenstown	QN	29	554	551	186	81	559	519	168	85	630	629	386	40	489	296	433	99	410	412	367		534	497	552	114	344	231	560	410	609	559	306
Rotorua	RO	525	90	97	364	540	84	48	366	609	233	205	174	543	85	238	113	472	132	136	177	534		39	26	435	204	306	30	125	168	112	232
Taupo	AP	488	115	120	325	502	88	62	331	571	257	232	135	508	56	201	89	433	93	96	138	497	39		64	397	165	272	62	87	195	135	194
Tauranga	TG	544	69	77	385	561	102	42	384	628	209	181	199	559	111	256	123	493	156	160	201	552	26	64		455	227	322	36	147	143	91	253
Timaru	TU	95	467	465	74	106	452	427	95	175	560	554	277	143	382	199	343	40	306	307	262	114	435	397	455		237	154	459	309	530	475	202
Wellington	WN	331	257	258	163	339	215	208	188	412	381	365	42	361	145	71	141	271	72	70	26	344	204	165	227	237		146	225	82	333	271	43
Westport	WS	228	322	319	112	257	345	288	64	312	406	402	187	237	275	77	201	194	194	200	160	231	306	272	322	154	146		334	188	379	328	103
Whakatane	WK	550	106	114	387	564	66	74	393	634	244	214	191	570	92	264	143	495	154	155	199	560	30	62	36	459	225	334		150	177	127	256
Whanganui	WU	400	175	176	238	414	157	126	244	483	304	286	66	421	89	114	69	346	22	34	56	410	125	87	147	309	82	188	150		252	190	106
Whangarei	WR	608	80	76	469	636	244	133	443	692	67	37	316	607	251	335	193	570	269	278	308	609	168	195	143	530	333	379	177	252		62	344
Whenuapai	WP	556	21	15	412	581	194	72	392	640	121	97	254	560	191	277	134	515	207	216	246	559	112	135	91	475	271	328	127	190	62		285
Woodbourne	WB	590	273	273	131	307	253	228	146	377	386	374	85	321	183	31	150	239	104	106	62	306	232	194	253	202	43	103	256	106	344	285	

Table B: 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

<sup>\*</sup>Flight count is for the total number of parachute flights in the relevant area of airspace, not per operator

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

Table C: Aerodromes by type and terminal navigation radius

Aerodrome Type	Aerodrome Name	Abbreviation	TNR in Nautical Miles
	Auckland	AA	25
nternational	Christchurch	СН	25
	Wellington	WN	25
	Dunedin	DN	15
	Gisborne	GS	15
	Hamilton	HN	15
	Invercargill	NV	15
	Milford Sound	MF	15
	Napier	NR	15
	Nelson	NS	15
	New Plymouth	NP	15
Oomestic Attended	Ohakea	ОН	25
	Palmerston North	PM	15
	Paraparaumu	PP	10
	Queenstown	QN	15
	Rotorua	RO	15
	 Tauranga	TG	10
	Whenuapai	WP	10
	Woodbourne	WB	10
	Alexandra	LX	10
	Ardmore	AR	10
	Ashburton	AS	10
	Feilding	FI	10
	Glentanner	GT	10
	Great Barrier	GB	10
	Hastings	HS	10
	Hawera	НА	10
	Hokitika	HK	10
	Kaikoura	KI	10
	Kaitaia	KT	10
	Kerikeri	KK	10
	Manapouri	МО	10
	Masterton	MS	10
	Matamata	MA	10
	Motueka	MK	10
omestic Unattended	Mount Cook	MC	10
	North Shore	NE	10
	Oamaru	OU	10
	Omaka	ОМ	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
	Westport	WS	10
	Whakatane	WK	10
	Whanganui	WU	10
	<del></del>	WR	10
	Whangarei	VVR	10