

AUCKLAND AIRPORT – CONDITIONS OF USE RULES RELATING TO USE OF AIRSIDE AREA

1. INTERPRETATION

1.1 For the purposes of these Rules, the following terms shall have the following meanings. Capitalised terms in these Rules which are not defined below, have the meanings given to those terms in the Conditions:

"Aerodrome Emergency Plan" means our Aerodrome Emergency Plan prepared in accordance with the Civil Aviation Rules Part 139 as current from time to time.

"Airport Identity Card" means an airport identity card issued by the Aviation Security Service, or its agent, on behalf of the Director of Civil Aviation under Civil Aviation Rule Part 19 after screening of the relevant person, and which carries a photograph of the relevant person.

"Airport Workers' Rules" means those rules developed by us for staff working Airside, as current from time to time.

"Airside Driving Permit" means the permit granted by us to Personnel to drive a Vehicle within the Airside Area issued in accordance with the Airside Driving and Vehicle Permit Rules.

"Airside Driving and Vehicle Permit Rules" means those rules developed by us in connection with vehicles and the driving of vehicles in the Airside Area, as current from time to time.

"Airside Vehicle Permit" means the permit granted by us to an Operator to authorise a particular Vehicle to operate within the Airside Area, issued in accordance with the Airside Driving and Vehicle Permit Rules.

"our website" means the website located at the following url address <http://www.aucklandairport.co.nz>.

"Environmental Management Plan" means our Environmental Management Plan as current from time to time.

"Operational Procedures" means those operational procedures developed by us, as current from time to time.

"Personnel" means your employees, agents, suppliers, contractors and all other persons under your control for whom you have obtained our approval pursuant to clause 4.1 to be within the Airside Area but, for the avoidance of doubt, excludes operators that carry out business at the Airport in their own right that are required by us to enter into a contractual arrangement directly with us.

"person under your control" means the employees, agents and contractors of you, and any other person in or about the Airport at any time at the request or invitation of or under the control or direction of you.

"Proximity Access Card" means a proximity access card issued by us to manage access of persons having an Airport Identity Card into and out of the Airside Area.

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"**Removal Plan Procedures**" means those procedures developed by us in connection with the removal of aircraft or property that is disabled or otherwise obstructs safe and efficient operations as current from time to time.

"**Vehicles**" means motor vehicles and specialist equipment and vehicles used for ground transport for which you have obtained our approval pursuant to clause 5.1 to be used within the Airside Area.

2. ACCESS TO AIRSIDE AREA GENERALLY

2.1 Subject to you complying in all respects with the Conditions, we shall permit you, your Personnel and your Vehicles necessary for undertaking aviation services to have ground access to the Airside Area.

3. AIRSIDE PERSONNEL

3.1 **Access of Personnel:** Where you desire any person under your control to have access to the Airside Area, you shall notify us in writing, in such form as we reasonably require, requesting that we give our approval to that person becoming Personnel under these Rules. You shall maintain a list of all persons that we have approved as Personnel under these Rules.

3.2 **Permits and licences:** You shall ensure that each person who is Personnel at all times:

- (a) has an Airport Identity Card and complies with the conditions of issue of that Airport Identity Card and our Airport Workers Rules;
- (b) when in the Airside Area, displays that Airport Identity Card above the waist on the front of outer garments;
- (c) if that person has a Proximity Access Card (whether or not combined with that person's Airport Identity Card), complies with the conditions of issue of that Proximity Access Card and our Airport Workers Rules;
- (d) has operational reasons to access the Airside Area, and only accesses the Airside Area for those reasons;
- (e) where appropriate, holds a current New Zealand driver's licence that is (where appropriate) endorsed with a company or industry licence to cover the specific types of vehicles and/or equipment to be operated; and
- (f) where appropriate, holds a current Airside Driving Permit and is conversant with the contents of the Airside Driving and Vehicle Permit Rules and complies with these.

3.3 **Safety:** You shall ensure that each person who is Personnel at all times:

- (a) is adequately trained in that person's duties (including, but not limited to the operation of any vehicles and/or equipment), is able to carry out those duties in a confident and safe manner, and is supervised while undertaking any duties in the Airside Area;

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- (b) is proficient with the terminology used to describe the Airside Area and familiar with the Airport layout relevant to their driving and/or other duties;
- (c) understands the significance of the apron signs and markings and is familiar with parking and equipment parking areas;
- (d) wears relevant PPE (including but not limited to fluorescent safety bibs and ear protection) where required when in the Airside Area;
- (e) has been educated about your obligation and that person's obligation under the Health and Safety at Work Act 2015 (including, but not limited to, hazards and hazard management procedures), and our safety and security requirements for the Airside Area, and complies with those requirements at all times;
- (f) notifies us and you immediately that person becomes aware of any hazard in the Airside Area, or any aircraft incident or accident that involves personal injury or property damage;
- (g) co-operates with all other persons carrying out activities in the Airside Area and communicates with such persons in order to minimise incidents involving safety and security; and
- (h) complies with any requirements that may be made by us and the Occupational Safety and Health Service division of the Department of Labour, from time to time, in connection with the Airside Area (including, but not limited to, any safety inspection or audit).

3.4 **Your policies and procedures:** You represent and warrant to us that:

- (a) you have developed a safety policy and safety procedures for all duties and activities carried out by your Personnel and that all Personnel will comply with such safety procedures (or you agree to work under Auckland Airport's Safety Management System); and

3.5 **Acknowledgement:** You acknowledge that:

- (a) you shall be responsible for all acts and omissions of your Personnel.
- (b) that a Breach Notice Procedure has been established under the Airport Workers Rules, under which your Personnel may receive breach notices with associated demerit points for breaches of our security, safety, border and biosecurity requirements. Accumulation of demerit points can result in access being suspended. A review and appeal process is provided for within the Airport Workers Rules which you and your personnel may participate.
- (c) We may require Drug and Alcohol testing to be undertaken of your Personnel (either by yourself or by us) in the event of an incident or for cause following the process set out in the Airport Workers Rules.

4. AIRSIDE VEHICLES

4.1 **Access of Vehicles:** Where you desire any vehicle to have access to the Airside Area, you shall notify us in writing, in such form as we reasonably

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require, requesting that we give our approval to that vehicle becoming a Vehicle under these Rules. You shall maintain a list of all vehicles that we have approved as Vehicles under these Rules.

4.2 **Obligations in respect of Vehicles:** You shall ensure that each Vehicle at all times complies with the Airside Driving and Vehicle Permit Rules, and that the driver of each Vehicle complies at all times with the Airside Driving and Vehicle Permit Rules.

4.3 **Acknowledgement:** You acknowledge that:

- (a) you shall be responsible for all acts and omissions of all persons driving a Vehicle and all things caused by a Vehicle (including, but not limited to, hydraulic and/or fuel spills caused by any Vehicle), such that if you do not clean up and/or repair any damage or other thing caused by a Vehicle, we may do so and recover the costs of doing so from you.
- (b) that an Airfield Infringement Notice process has been established for Personnel with Airside Driving Permits under the Airside Driving and Vehicle Permit Rules under which your Personnel may receive an Airfield Infringement Notice with associated demerit points for breaches of our driving rules. Accumulation of demerit points can result in a person's Airside Driving Permit being temporarily or suspended or permanently revoked. A review and appeal process is provided for within the Airside Driving and Vehicle Permit Rules which you and your personnel may participate.

5. COMPLIANCE

5.1 **General compliance:** For the avoidance of doubt, and in addition to clause [5] of the Conditions, you shall at all times comply with, and shall ensure that all Personnel and other persons under your control comply with:

- (a) all statutes, ordinances, regulations, by-laws or other lawful requirements affecting or relating to the Airside Area, affecting the use of the Airside Area, or affecting your operations on the Airport;
- (b) the provisions of all licences, requisitions, notices or orders, made or given by any Authority; and
- (c) all rules and regulations relating to the safety, care, operation and cleanliness of the Airside Area as notified by us to you from time to time. For the avoidance of doubt, you acknowledge that notification for the purposes of these Rules includes publication on our website or such other electronic hosting or publication method as we may advise to you from time to time.

For the purposes of this clause, "**statutes**" includes, but is not limited to, the Resource Management Act 1991, the Health and Safety at Work Act 2015, the Hazardous Substances and New Organisms Act 1996, the Civil Aviation Act 1990, the Biosecurity Act 1993, the Customs and Excise Act 1996, the Immigration Act 2009, the Health Act 1956, the International Health Regulations (2005) and any procedure statement issued thereunder and any other rules and regulations applicable to Customs Controlled Areas at the Airport.

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- 5.2 **Our rules and procedures:** Without limiting the generality of clause 5.1(c), you shall at all times comply with, and ensure that all Personnel and other persons under your control comply with, the following rules and procedures in force from time to time, as notified by us to you. For the avoidance of doubt, you by signing the Conditions represent and warrant to us that you have fully familiarised yourself with the said rules and procedures, and further that notification for the purposes of these Rules includes publication on our website or such other electronic hosting or publication method as we may advise to you from time to time:
- (a) our Certification Exposition prepared in accordance with the Civil Aviation Rules Part 139 (which may, if not published on our website or such other electronic hosting or publication method as we may advise to you from time to time, be viewed at our Management Offices by contacting Airport Operations on 0800 677 242 ;
 - (b) our Aerodrome Emergency Plan, which you will:
 - (i) be provided with a hard copy of the Aerodrome Emergency Plan or access to a soft copy;
 - (ii) be added to the copyholders list and thereafter, during the currency of the Conditions, we shall provide you with copies of (or links to) updates made from time to time; and
 - (iii) cooperate, as required by us, in testing the Aerodrome Emergency Plan and establishing your own removal plan in accordance with the Removal Plan Procedures, which shall include you advising us at the date of the Conditions who your Recovery Agent under your Removal Plan is;
 - (c) the Operational Procedures, where applicable to your operations;
 - (d) the Airport Workers' Rules, where applicable to your operations;
 - (e) all Airside Driving and Vehicle Permit Rules.
 - (f) Our Apron Code of Conduct;
 - (g) The Permit to Work System;
 - (h) The Fire Evacuation Schemes for our Terminal Buildings; and
 - (i) the Biosecurity Rules (including Waste Management requirements).
- 5.3 **Aviation requirements:** You acknowledge and agree that the Conditions and your rights and interests under the Conditions are subject at all times to the provisions of the Airport Authorities Act 1966 ("**AA Act**") and the provisions of the Civil Aviation Rules ("**CAR**"). Without limiting the provisions of clause 6.1, you shall comply at all times with any requirements imposed by us or by any Authority pursuant to the AA Act or the CAR or as required to achieve compliance with the AA Act or the CAR.
- 5.4 **Health and safety:** You shall take all practical steps to ensure that neither it nor any person under your control:

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- (a) causes a hazard, significant hazard, harm or serious injury to any person lawfully in the Airside Area;
- (b) constitutes a breach of any duty or obligation of us or you under the Health and Safety at Work Act 2015 ; or
- (c) gives rise or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceeding or prosecution against us or you under that Act,

and, notwithstanding this clause, if any hazard, harm or injury does occur, report the incident to Auckland Airport Operations on 0800 677 242 .

5.5 **Fire safety:** You shall at all times comply with the fire safety directions of us or any Authority (including, but not limited to, performing all fire drills and undertaking all fire related training required from time to time). If any fire alarm system in or around the Airside Area is activated, other than as a result of an outbreak of fire or for repair or testing purposes where proper notice has been given to the relevant Authority, and such activation results from any act or omission of you or any person under your control, you shall reimburse us for any costs and expenses incurred by or levied upon us resulting from such activation.

5.6 **Environmental:** You shall:

- (a) at all times comply with all codes of practice, policies and procedures developed by us and notified to the Lessee at any time regarding activities carried out at the Airport (including, but not limited to, the Environmental Management Plan, incorporating our Stormwater Management and Spill Prevention Programme, and our Aerodrome Emergency Plan). You acknowledge that notification for the purposes of the Conditions includes publication on our website or such other electronic hosting or publication method as we may advise to you from time to time;
- (b) comply with the requirements of all resource consents held by us (including, but not limited to, ensuring that the discharge of stormwater in or around the Airside Area complies with our stormwater discharge consent) and not to do anything (or omit to do anything) that would or might put us in breach of those obligations;
- (c) obtain and keep current all necessary resource consents for its operations and to comply with the conditions of those consents;
- (d) advise us immediately of any breach of any of its resource consents or any breach of obligations imposed on it under the Resource Management Act 1991 and to co-operate fully with us and any Authority in any required clean up;
- (e) have a documented environmental protection procedure for the controlled clean up and removal of hydraulic and/or fuel spills, the details of which have been made known to all Personnel;
- (f) comply with the Hazardous Substances and New Organisms Act 1996 and any regulations promulgated thereunder and, in particular, complete any necessary documentation for submission to any relevant Authority; and

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- (g) only undertake de-icing of aircraft with the approval of us.

6. OUR RIGHTS IN RELATION TO THE AIRSIDE AREA

6.1 **General rights:** You acknowledge that we are entitled to, at all times:

- (a) control all traffic in the Airside Area by way of regulating the parking and the movement of vehicles, equipment, aircraft and persons on the Airside Area;
- (b) investigate all accidents, incidents or near misses that occur in the Airside Area in conjunction with you and all other relevant companies and/or persons;
- (c) inspect any Personnel's Airport Identity Card, Airside Driving Permit and Proximity Access Card to ascertain whether the Conditions and these Rules have been complied with;
- (d) monitor compliance by any Personnel or any other person under your control with our requirements in respect of the Airside Area or under the Conditions and these Rules;
- (e) stop and inspect any Vehicle to check the currency of its Airside Vehicle Permit and/or whether it otherwise complies with the Conditions and these Rules;
- (f) audit your health and safety procedures and environmental procedures; and
- (g) monitor compliance with the Airside Driving Permit Rules, Airside Vehicle Permit Rules, Airport Workers Rules, Airside Area access requirements, Permit to Work processes and Biosecurity Rules.

6.2 **Information and inspection:** You shall co-operate with and facilitate any reasonable request from us for the provision of information (whether documented or otherwise) or for the inspection of equipment or facilities.

6.3 **Suspension of Personnel:** If, at any time, we believe that any Personnel or any other person under your control does not meet our requirements in respect of the Airside Area or under the Conditions or these Rules, is behaving in an unsafe manner or a manner that is contrary to your obligations under the Conditions or these Rules, we may:

- (a) request you to remove such Personnel or person from the Airside Area, and to prevent such Personnel or person from accessing the Airside Area, in which event you shall immediately comply with our request; and/or
- (b) suspend the access of such Personnel or person to the Airside Area,

until, in each case, the relevant non-compliance or other matter is addressed to our satisfaction, and we have authorised the return of access to the Airside Area in writing.

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6.4 **Suspension of Vehicles:** If, at any time, we believe that a Vehicle is unsafe or does not meet our requirements in respect of the Airside Area or under the Conditions or these Rules, we may:

- (a) request you to remove that Vehicle from use in the Airside Area, and to prevent it from accessing the Airside Area, in which event you shall immediately comply with our request; and/or
- (b) suspend the access of such Vehicle to the Airside Area,

until, in each case, the relevant non-compliance or other matter is addressed to our satisfaction, and we have authorised the return of access to the Airside Area in writing.