

MEMORANDUM OF UNDERSTANDING
Between

**Airways Corporation of New Zealand Ltd acting through
Nelson Air Traffic Services (“NS Tower”)
And Tasman Hang Gliding and Paragliding Club Inc. (“the Club”)**
Being specific to Club glider operations at Stoke Foothills.

- 1. EFFECTIVE DATE:** This MOU becomes effective on **8 Nov 2018**
- 2. OBJECTIVE:** The objective of this MOU is to establish procedures for the operation of Club gliders within the Transponder Mandatory (TM) Nelson Control Zone (CTR).
- 3. DEFINITIONS AND TERMS USED IN THE MEMORANDUM.**

AMSL Height above mean seal level, referring to altitude.

ATC Air Traffic Control

ATIS Automatic Terminal Information Service, referring to weather broadcasts by Nelson Tower.

Stoke Hills Area;

- is for the Club operations within Nelson Controlled Airspace (CTR/D TM)
- is defined as a volume of airspace below the Barnicoat range within the Eastern portion of NS CTR/D remaining east of the main transmission lines. The area is divided into the Northern portion and Southern portion – the boundary between those portions being a radius 4 km from NZNS RWY 02 threshold. Stoke Hills Area is shown in Appendix 1.

- The upper limit of Stoke Hills Area is an inclined surface – along the eastern boundary the upper limit is 1700 ft AMSL and along the western boundary (the transmission lines) the upper limit is 1000 ft AMSL

CAR Civil Aviation Rules.

Control Zone (CTR/D TM)
As defined by the Civil Aviation Rules.

LEVEL Altitude, reported in thousands and hundreds of feet e.g. “1700 feet spoken as ‘one thousand seven hundred feet’

Nelson Air Traffic Services (NS Tower)
Is the designated authority that manages the Nelson Control Zone and Control Area operated by Airways New Zealand.

QNH Setting used on altimeters to accurately determine altitude

UAV Unmanned Aerial Vehicle

UHF radio Ultra High Frequency radio

VFR Visual flight rules as defined by the Civil Aviation Rules

VHF radio Very High Frequency radio - approved for communication with ATC

4. CLUB GLIDER OPERATIONS

4.1 Operations within controlled airspace shall only take place within the Stoke Hills Area (defined above). The Stoke Hills Area shall only be used to transit controlled airspace on continuous descent to land.

4.2 The Club shall be responsible for the training and briefing of all club members;

- on the conditions of this agreement
- that other aircraft may fly adjacent to or through the Stoke Hills Area without updated traffic information being provided
- That UAVs may fly adjacent to or through the Southern portion of the Stoke Hills Area, or adjacent to the Northern portion of the Stoke Hills Area, without updated traffic information being provided
- that traffic information will not be issued by NS Tower to Club pilots regarding other Club pilots
- that aircraft will operate in a circuit pattern to the east of Nelson aerodrome as close as Main Road Stoke (adjacent to Octopus Park)
- Visual flight rules apply with respect to clearance from cloud

4.3 As Club gliders are NORDDO, the Club accept that other aircraft may operate within or close to the Stoke Hills area and shall ensure that all glider pilots are aware of this and of their responsibility to maintain situational awareness in relation to other aircraft or Club pilots, which may be operating in the Stoke Hills Area.

4.4 As Club gliders are NORDDO, the Club accept that UAV’s may operate within or close to the Southern portion of the Stoke hills area and shall ensure that all glider pilots are aware of this

and of their responsibility to maintain situational awareness in relation to UAV's, which may be operating in the Stoke Hills Area.

4.5 The Northern portion of the Stoke Hills Area also shares the same airspace as the NZNS Part 101 'no-ops' area. The Club accept that UAV's may at times be operating up to 200ft agl in the 'No-ops' area within 4km of Nelson Aerodrome. UAV's and Part 106 operations are not able to operate in the Part 101 'no-ops' area at the same time. This will entail opening the area to either UAV's or paragliders/hang gliders, but not both. Although NS TWR may attempt to negotiate times to suit both parties, the airspace will generally be applied on a 'first in first served basis'.

4.6 **UHF radios** are to be carried by all pilots for the purpose of early deactivation of the airspace if required. For example, early deactivation will be required in an emergency, in the event Nelson Tower is required to evacuate.
Note – the Nelson Tower UHF radio will normally be turned off and pilots will not be able to contact the Tower except by telephone.

4.7 The Club will be responsible for ensuring that UHF radios are suitable for purpose and provide NS Tower with at least one serviceable UHF radio with charger and the appropriate frequency to be used. Ch.34 (477.250) CTSS 123.0

4.8 The following meteorological minima apply for Stoke Hills operations, if conditions fall below these limits Club pilots shall land and advise NS Tower.

- Minimum visibility – 5km
- Minimum cloud base – 3000ft AMSL and no cloud within the Stoke Hills Area below the launch site that would affect NS Tower sighting gliders.

4.9 All hang gliders and paragliders shall comply with CAR Part 106

5. CLUB PILOT RESPONSIBILITIES

5.1 Prior to any operations, the Club on behalf of the pilots shall request approval to operate within the 'Stoke Hills Area' by telephone. This request shall include the time when operations will commence and cease.

5.2 For the intention of landing at Octopus Park (Ngawhatu), Club pilots may only cross to the west of the main transmission lines at a point immediately adjacent to Octopus Park at **1000ft AMSL or below on continuous descent** to land. Pilots shall not fly West of Octopus Park at any time.

5.3 When an instruction is issued by NS Tower for early deactivation, via the UHF radio, all pilots are to land within 10 minutes. E.g. '*All stations Nelson Tower closing Stoke Hills Area, phone the tower when all gliders are on the ground*'.

The Club is to phone NS Tower as soon as all club gliders are on the ground.

5.4 The Club shall ensure that all pilots are aware of the approval expiry time and shall cease all gliding operations at or before that time.

5.5 All pilots shall carry a correctly set altimeter and UHF radio.

6. NS TOWER RESPONSIBILITIES

6.1 NS Tower will assume all club gliders are not equipped with VHF radios or transponders.

- 6.2 On request, Nelson Tower may issue the Club with an approval to operate in the Stoke Hills Area (defined above). This approval constitutes authority for club gliders to operate in accordance with the MOU without radio and transponder. This approval shall include an expiry time determined by Nelson Tower.
- 6.3 NS Tower shall provide separation between known TCAS equipped aircraft and the Stoke Hills Area.
- 6.4 NS Tower may clear non TCAS aircraft through the Stoke Hills Area, information shall be issued to such aircraft regarding the presence of NORDO paragliders & hang gliders operating in the Eastern portion of NS CTR/D between Richmond and Stoke 1700ft and below.
- 6.5 Traffic information will not be issued to club pilots in relation to other club gliders operating in accordance with this MOU.
- 6.6 NS Tower may refuse, delay or withdraw an existing approval, in accordance with CAA rules, for any or all Stoke Hills Area operations when required.

7. TERMINATION AND REVIEW

- 7.1 This MOU replaces any previous agreement/s between the Club and NS Tower and shall continue until terminated by either party giving one month's notice of termination to the other or until such other date as is mutually agreed by the parties.
- 7.2 Neither party will unreasonably exercise its clause 7.1 termination right. Where, for any reason, a party considers it impossible, impractical or undesirable to continue operations pursuant to this MOU (including as a result of changes to relevant legislation, CA Rules and/or policies) it will provide the other party with such opportunity as may be reasonable in the circumstances to investigate and negotiate alternatives (including any MOU revisions which might alleviate the relevant issue).
- 7.3 This MOU may also be terminated by NS Tower upon notice in writing to the Club if:
The Club (including any of its pilots) has been proved to have breached any provision of this MOU; and
The Club has failed to implement remedial action(s) to address such breach, acceptable to NS Tower (acting reasonably), by the expiry of 14 days (or such longer period as the parties may agree) following notice from NS Tower advising the Club of the breach.
- 7.4 This MOU will be reviewed within 12 months from the date of signing below. Approval to continue glider operations may not be unreasonably restricted or denied.

8 DISPUTES

8.1 In the event of any dispute arising between the parties in connection with this MOU, the parties shall explore whether it can be resolved by consultation and negotiation between nominated the Club and NS Tower contacts. Should this fail to provide a satisfactory resolution, either party can escalate the dispute to a representative of the senior management team of each organisation. Should this fail to provide a satisfactory resolution either party can escalate the dispute to the Chief Executive Officers of both organisations.

8.2 In the event that the dispute is not resolved under clause 8.1 within 20 working days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), the dispute shall be referred to a single arbitrator, if the parties can agree upon one or, if not, to a person nominated by the President of the New Zealand Law Society. The arbitrator’s decision shall be final and binding on the parties. Unless the parties otherwise agree, a reference to arbitration under this clause shall be deemed to be a reference under the Arbitration Act 1996, and the reference shall proceed in accordance with the provisions of that Act.

9. SAFE PROCEDURES: The Club representative whose name and signature appear below hereby attest that hang glider and paraglider procedures described in this document are considered to be within the appropriate safety margins for normal gliding operations.

On behalf of Nelson Tower

Adam Arnold-Kelly
Chief Controller Nelson
PO Box 1185
Nelson Airport 7040

Date:

On behalf of Tasman Hang Gliding and Paragliding Club

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Legal contact address

Date:



