

AUCKLAND INTERNATIONAL AIRPORT LIMITED

[OPERATOR]

REMOVAL PLAN PROCEDURES



Removal Plan Procedures

1. The Operator shall establish a plan ("**Removal Plan**") for the efficient, prompt and safe removal of any of its aircraft or other property (or part thereof), which becomes disabled or otherwise obstructs safe and efficient operations at the Aerodrome with a view to restoring normal services at the Airport as quickly as possible, and to secure the Operator's aircraft or other property.
2. The Removal Plan shall be established and co-ordinated with Auckland Airport's Aerodrome Emergency Team, and, if appropriate, shall include the contracting with another operator, ground handling contractor, or service provide which has a continual presence at the Airport, to act as the Operator's recovery agent ("**Recovery Agent**"). On the date of this agreement, the Operator shall provide Auckland Airport with a completed Emergency Preparedness Questionnaire form specifying the name of the Operator's Recovery Agent. The Operator authorises Auckland Airport to contact the Recovery Agent named by the Operator in that form for purposes connected with this Airside Agreement.
3. Subject always to the requirements and/or directions of the New Zealand Aviation Authority, the Transport Accident Investigation Commission, or any other Governmental body having the requisite authority, the Recovery Agent shall be authorised to tow or remove any of the Operator's aircraft or other property away from operational areas of the Airport, to a secure and safe area as delineated by Auckland Airport, in the event that the Operator is unable to remove such property under its own propulsion.
4. The Operator, its Recovery Agent and Auckland Airport's Aerodrome Emergency Team, shall work together under the Removal Plan, to clear any aircraft or property which is creating a hazard to operations at the Airport, having due regard to the time required to clear the obstruction, the circumstances of any particular incident, the sensible preservation of the aircraft involved, and the need to minimise further damage to the aircraft or the Airport, beyond that resulting from the original incident, or accident.
5. Auckland Airport and the Operator will decide on the actual programme for recovery of any particular damaged aircraft which is obstructing the safe and efficient operations of the Aerodrome, with a view to restoring normal services at the Airport as quickly as possible, and to secure the Operator's aircraft or other property.
6. The Removal Plan shall be updated and reviewed by the Operator, its Recovery Agent and Auckland Airport's Aerodrome Emergency Team from time to time as the parties may agree.
7. The Removal Plan shall include addresses and telephone number at which appropriate officers of the Operator, its Recovery Agent and Auckland Airport can be contacted 24 hours each day, seven days per week.
8. The Operator acknowledges that, if, for any reason, the Operator does not comply with the Removal Plan in respect of any object (including aircraft) in the Aerodrome, Auckland Airport may serve a notice on the Operator in the form of the Notice of Removal and, in accordance with that notice, may remove the object at the Operator's cost and shall not be liable for any loss or damage directly or indirectly resulting from the removal.
9. Auckland Airport shall be entitled to amend and replace these procedures from time to time and shall give the Operator reasonable notice of any such amendment or replacement.