

Memorandum of Understanding

Between

The Taupō Airport Authority

And

Lake Taupō Harbourmaster

And

TMGH CJO Parasail Limited Partnership

And

Taupō Airport Authority

1. Parties

1.1 Memorandum of Understanding between:

Lake Taupō Harbourmaster

And

TMGH CJO Parasail Limited Partnership

And

Taupō Airport Authority

1.2 The Taupō Airport Authority administers Taupō Airport on behalf of the Crown and the Taupō District Council. The Taupō Airport operates in accordance with and is certified under Civil Aviation Rule Part 139. Taupō Airport is an uncontrolled aerodrome situated within a Mandatory Broadcast Zone.

1.3 The Lake Taupō Harbourmaster administers activities on Lake Taupō in accordance with the Maritime Transport Act 1994 on behalf of the Department of Internal Affairs. The surface of Lake Taupō is a non-certificated aerodrome (Lake Taupō Aerodrome) available for general use with prior permission of the Harbourmaster.

1.4 TMGH CJO Parasail Limited Partnership is a commercial parasail operator offering parasail flights on Lake Taupō.

2. Responsibilities of the Signatories

2.1 This MOU is to set out guidelines intended to minimise disruption and reduce the likelihood of conflict between the parasail operation on Lake Taupō and aircraft operating within the Lake Taupō Aerodrome.

3. Taupo Airport Authority shall:

3.1 notify the signatories, within 24 hours, if a potential conflict has occurred between aircraft and the parasail.

4. The Lake Taupō Harbourmaster shall:

4.1 ensure no other commercial parasail operations operate in the Lake Taupō aerodrome without the consent of the Harbourmaster and TMGH CJO Parasail Limited Partnership.

4.2 notify the signatories, within 24 hours, if there has been a potential conflict between an aircraft and the parasail canopy or the parasail vessel and another vessel.

4.3 The Lake Taupō Harbourmaster is not the agency responsible for assessing whether the TMGH CJO safety management plan adequately manages risk or meets TMGH CJO's Health and Safety Act obligations, except where the risk relates to navigational safety.

5. TMGH CJO Parasail Limited Partnership shall:

5.1 comply with all navigation safety obligations required by the Lake Taupō Navigational Safety Bylaws 2017 and the Maritime Transport Act 1994 and any other obligations as set from time to time by the Lake Taupō Harbourmaster;

5.2 comply with Civil Aviation Rule Part 101 and any other Civil Aviation rule which may relate to the operation of parasails or the reporting of incidents;

5.3 not operate within 4 km of the Taupō Airport Authority boundary **unless** a navigational condition exists due to vessel collision avoidance or adverse weather conditions that impede safe flight conditions. If the parasail vessel enters the 4 km boundary it shall **lower the canopy to 200 feet AGL and exit as soon as practical**;

5.4 not allow the parasail to fly above 400 feet above lake level at any time.

5.5 notify the signatories within 24 hours if there has been a potential conflict between an aircraft and the parasail canopy or the parasail vessel and another vessel.

5.6 provide a rescue plan and emergency procedures to the Lake Taupō Harbourmaster.

6. Incident Procedures

6.1 In addition to Civil Aviation Rule Part 12 and Taupō Navigational Safety Bylaws 2017, Part 2.10 (reporting of accidents and incidents), an incident which contravenes this MOU shall be reported through the respective signatory organisations' reporting procedures. Representatives of the affected organisations shall meet to discuss the incident with the intent being to avoid a recurrence. Where findings may affect others, these shall be reported to the other signatory organisation.

6.2 In the event of a dispute, the parties in dispute shall agree on an independent person to hear the submission from both parties and for that person to make a recommendation, which shall be adopted by both parties. Where both parties cannot agree on an independent person, the Civil Aviation Authority or Maritime New Zealand shall be approached and requested to make the appointment.

7. Meetings

7.1 Signatories shall meet at least once a year or upon request from any or the signatory parties.

7.2 The meetings will address operational issues, new procedures, equipment or anything else that pertains to safe parasail operations.

7.3 Signatories may amend this MOU if necessary.

7.4 Minutes of meetings shall be kept.

We the undersigned, as authorised representatives of our respective organisations, undertake to abide by guidelines as specified above until amended, suspended or revoked.

DocuSigned by:

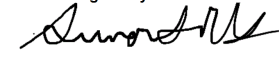
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Date 26 October 2023
Taupo Airport

Taupō Airport Authority

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Date 26 October 2023

Jamie Grant
Lake Taupō Harbourmaster

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Date 26 October 2023

Simon Jolly
TMGH CJO Parasail Limited Partnership - Director