

MEMORANDUM OF UNDERSTANDING



BETWEEN
AIRWAYS CORPORATION
AND
TAURANGA GLIDING CLUB



MEMORANDUM OF UNDERSTANDING dated 19th April 2023

PARTIES

1. Airways Corporation of New Zealand – Bay Approach Sector and Tauranga Tower
(“AIRWAYS / Bay / TG TWR”)
2. Tauranga Gliding Club
(“TGC”)

OBJECTIVES

- A. Airways provides air traffic management services in New Zealand, including control services in airspace over Tauranga by Bay Approach and Tauranga Tower.
- B. TGC is a gliding club based at Tauranga Airport.
- D. The purpose of this **temporary** Memorandum of Understanding (“MoU”) is to:
 - Prescribe procedures to be used in the trial of airspace sectors between TGC and Airways for the safe operation of all airspace users; and
 - Define trial airspace sector boundaries for glider traffic management use, aiding in traffic segregation with IFR traffic.

TERMS OF THE AGREEMENT:

1. STATUS OF MOU

- 1.1 The parties acknowledge that this MoU:
 - (a) shall be legally binding on the parties in all respects; and
 - (b) is for a fixed term for the purposes of a 6-month trial period (“**Trial**”) and contains procedures applicable with CTA/D airspace above Tauranga administered by Bay Sector; and
 - (c) is in addition to the current MoU (between Airways (Tauranga Tower, Christchurch Control Bay Sector, Tauranga Gliding Club, and Tauranga Airport Authority) dated 10 Nov 2016 (“**2016 MoU**”) which continues in force in accordance with its terms.
- 1.2 The parties hereby agree to act in good faith in implementing and complying with the agreed procedures under this MoU.



2. TERM, REVIEW AND TERMINATION

- 2.1 This MoU shall commence 19 April 2023 and expire on 19 October 2023.
- 2.2 Airways reserves the right to suspend this MoU at any time immediately, upon notice, as a result of safety concerns arising from these procedures. Following suspension, the parties may mutually agree the management of safety concerns allowing for a reinstatement of this MoU. Should the parties be unable to agree on the management of the safety concerns, Airways reserves the right to terminate this MoU.
- 2.3 Either party may terminate this MoU at any time by giving the other party two (2) week's written notice.

3. REVISIONS

- 3.1 This MoU may be revised by written agreement between the parties at any time.

4. AIRWAYS STANDARD TERMS AND CONDITIONS

- 4.1 Airways Standard Terms and Conditions for the Provision of Airways' Services apply (as applicable, including but not limited to limitation and exclusion of liability) to the services provided by Airways to **TGC** under this MoU. The Airways current Standard Terms and Conditions are available on the Airways [website](#).

5. REGULATORY PROCEDURES

- 5.1 This MoU does not absolve **TGC** from carrying out their responsibilities under the Civil Aviation Rules ("CAR") or from obtaining any approvals or exemptions from the Director of Civil Aviation. Where there is a conflict between this MoU and the CAR or directions from the Director of Civil Aviation, the directions from the Director or the CAR will take priority.

6. AIRSPACE DIMENSIONS

- 6.1 The sectors defined in Appendix A represent sectors designed to assist with traffic segregation between gliding operations and IFR operations within CTA/D airspace above Tauranga.

7. PROCEDURES FOR USE – GENERAL

- 7.1 All gliding operations shall be conducted under Visual Flight Rules ("VFR").
- 7.2 Appendix A contains definitions of the CTA/D airspace sectors.
- 7.3 Prior to departure, the tow pilot or self-launching glider pilot must request a departure clearance from TG TWR and state their requested climb out direction. TG TWR shall include the requested climb out direction in the release coordination with BAY.
- 7.4 The procedures for use set out in the 2016 MoU under clauses 2 to 8 (inclusive) shall apply to the Trial and are incorporated by reference in this MoU as if set out in full herein.



8. PROCEDURES FOR USE – TG CTA/D

- 8.1 These procedures apply when a glider pilot is in receipt of a radar service from Bay Approach.
- 8.2 Bay Approach will use the sectors defined in Appendix A to instruct glider pilots to operate within the confines of one or more sectors, for a defined period of time, to facilitate the safe and orderly arrival and departure of IFR traffic.
- 8.3 Bay Approach will have due regard for aircraft performance in anticipating the time required by the glider pilot to transit to and establish in the required sector after receiving an instruction/ clearance. This is anticipated to be an allowance of around 5 minutes. It remains the responsibility of the glider pilot to comply with any issued instruction and notify ATC if unable to comply.
- 8.4 The controller on duty will specify the following when issuing a clearance for glider operations within a specific sector(s):
- (a) Name of the sector(s) that the glider is cleared to operate within,
 - (b) Necessary traffic information, and
 - (c) Expected duration of restriction.
- 8.5 The glider pilot, upon receipt of the clearance, shall readback the sector clearance signifying acceptance of that clearance or notify Bay Approach if they are unable to comply.
- 8.6 If the glider pilot is unable to comply with the clearance, the pilot may request an alternative sector or if this is not available, transit to the Port Sector to position for a “glider arrival”.
- 8.7 The airspace sectors may not be applicable for all traffic scenarios. At times, Bay Approach may need to utilise other means to segregate glider operations, this may include, but is not limited to; the use of VRPs, geographical locations, or cardinal point tracking.

9. NOTICES

- 9.1 All notices and other communications relating to this MoU must be made to:

Airways

Bay Sector Team Leadership Group
Airways Corporation of New Zealand Ltd
26 Sir William Pickering Drive
Russley, Christchurch 8053
PO Box 14131, Christchurch 8544
TPKBAYTLGroup@airways.co.nz

Tauranga Gliding Club

Paul Ellison
Chief Flying Instructor
Seawind Lane, Mount Maunganui 3116
paul.ellison@rpc.co.nz



SIGNATURES

SIGNED for and on behalf of)

Airways Corporation of New Zealand)
Limited)

by:)

Dean Urquhart)

Print Name)

Dean Urquhart

Dean Urquhart (Mar 20, 2023 12:34 GMT+13)

Signature

Surveillance Services Manager

Position

SIGNED for and on behalf of)

Tauranga Tower by:)

Steve O'Brien)

Print Name)

Steve O'Brien

Steve O'Brien (Mar 28, 2023 12:23 GMT+13)

Signature

Regional Tower Operations Manager - Bay

Position

SIGNED for and on behalf of)

Tauranga Gliding Club by:)

Paul Ellison)

Print Name)

Paul

Signature

TGC CFI

Position



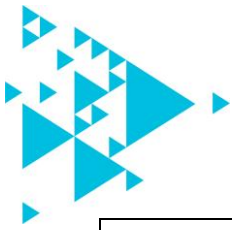
APPENDIX A – Airspace Sectors

This appendix defines the airspace sectors within CTA/D referred to within this MOU.



All sectors extend from the top level of TG CTR/D or base of Bay CTA/D controlled airspace up to 9,500 ft AMSL.

Sector Name	Definition
Port Sector	Line from Southern point Matakana Island around northern coast of Mt Manganui east along main beach to Golf Road, line Golf Road and Hewletts Road to Harbour, line northwest to south-eastern point Matakana Island
North Sector	Line from Southern point Matakana Island to Matakana Island car ferry dock, line Matakana Island car ferry dock to Blue Gum Bay to coast forming perpendicular line with coast, line east along coast to Eastern point Matakana Island (Harbour entrance), line along coast to Southern point Matakana Island
City Sector	Line from Southern point Matakana Island to Matakana Island car ferry dock, line Matakana Island car ferry dock via western most point Matakana Island to CTA boundary, line south via CTA boundary to a line following southern most points of harbour to Eleventh Ave Bridge, line Eleventh Ave Bridge to Oxidation ponds as far as the extended runway 16 centreline, line following 16/34 extended centrelines to southern boundary of Port sector, line west following coincident boundary of Port Sector to Southern point Matakana Island



Minden Sector	Line north/south through racecourse to meet southern boundary of the City Sector, line west following coincident boundary of City Sector to CTA boundary, line south then east following CTA boundary to meet north-south line through racecourse
Welcome Sector	Line Oxidation Ponds to Mt Baldy then south to CTA boundary, line west via CTA boundary to coincident boundary with Minden sector, north along coincident boundary with Minden sector to southern boundary of City sector, line east along coincident boundary of City Sector to Eleventh Ave Bridge, line Eleventh Ave Bridge to Oxidation ponds











MOU_Bay_Approach-Tauranga_Tower-Tauranga_Gliding_Club-Apr2023


Final Audit Report

2023-03-27

Created:	2023-03-19
By:	Cindy Staudt (cindy.staudt@airways.co.nz)
Status:	Signed
Transaction ID:	CBJCHBCAABAAScGmKaR65z-A7QcvxJ56GsATKsjzco4H

"MOU_Bay_Approach-Tauranga_Tower-Tauranga_Gliding_Club-Apr2023" History


-  Document created by Cindy Staudt (cindy.staudt@airways.co.nz)
2023-03-19 - 11:15:11 PM GMT
-  Document emailed to dean.urquhart@airways.co.nz for signature
2023-03-19 - 11:15:54 PM GMT
-  Document emailed to steve.obrien@airways.co.nz for signature
2023-03-19 - 11:15:54 PM GMT
-  Document emailed to paul.ellison@rpc.co.nz for signature
2023-03-19 - 11:15:55 PM GMT
-  Email viewed by dean.urquhart@airways.co.nz
2023-03-19 - 11:31:57 PM GMT
-  Signer dean.urquhart@airways.co.nz entered name at signing as Dean Urquhart
2023-03-19 - 11:34:21 PM GMT
-  Document e-signed by Dean Urquhart (dean.urquhart@airways.co.nz)
Signature Date: 2023-03-19 - 11:34:23 PM GMT - Time Source: server
-  Email viewed by paul.ellison@rpc.co.nz
2023-03-19 - 11:41:39 PM GMT
-  Signer paul.ellison@rpc.co.nz entered name at signing as Paul Ellison
2023-03-19 - 11:42:43 PM GMT
-  Document e-signed by Paul Ellison (paul.ellison@rpc.co.nz)
Signature Date: 2023-03-19 - 11:42:45 PM GMT - Time Source: server

 Email viewed by steve.obrien@airways.co.nz

2023-03-27 - 11:22:31 PM GMT

 Signer steve.obrien@airways.co.nz entered name at signing as Steve O'Brien

2023-03-27 - 11:23:40 PM GMT

 Document e-signed by Steve O'Brien (steve.obrien@airways.co.nz)

Signature Date: 2023-03-27 - 11:23:42 PM GMT - Time Source: server

 Agreement completed.

2023-03-27 - 11:23:42 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.