

B 1986/6

PRIME MINISTER

12 November 1986

Hon Sir Robert Rex KBE CMG OBE
Premier of Niue

My dear Premier

I have the honour to refer to discussions between representatives of our respective Governments concerning the desirability of clarifying the civil aviation relationship between Niue and New Zealand. I now propose, on behalf of the Government of New Zealand, that an Agreement be reached between our two Governments in the following terms:

Air Services Agreements

1 (a) The right to conclude any Agreement or arrangement granting to any other State or Territory air traffic rights to, within and from Niue and to issue international air service licences shall rest solely with the Government of Niue.

(b) Notwithstanding paragraph (a) above, the Government of Niue shall consult with the Government of New Zealand before concluding any Agreement or arrangement with any other State or Territory which may have consequences for obligations assumed by the Government of New Zealand under this Agreement.

2 The Government of New Zealand shall consult with the Government of Niue before concluding any Agreement or arrangement with any other State or Territory which may have consequences for civil aviation in Niue.

Advisory Services

3 The Government of New Zealand shall, when requested by the Government of Niue and as resources permit, make available to the Government of Niue the services of the New Zealand Secretary for Transport (and the Secretary's delegates) to assist with advice on matters relating to international civil aviation policy including, inter alia, the issue of international air service licences, the granting of air traffic rights with respect to Niue, the operation of international air carriers to, within and from Niue and on matters relating to the kind and level of charges, fees and dues for the operation of Niue airport and the general administration of civil aviation in Niue.

4 (a) The Director of the Civil Aviation Division of the New Zealand Ministry of Transport shall, when requested by the Government of Niue and as resources permit, provide advice to the civil aviation authority of Niue on the following matters that fall within the responsibility of the Government of Niue:

- (i) the administration of civil aviation in Niue;
- (ii) the recruitment, training, terms and conditions of service, remuneration and, where necessary, licensing requirements of suitably qualified staff to maintain, manage and operate Niue airport;
- (iii) the establishment, purchase, maintenance and/or operation of all buildings, installations, facilities, plant and equipment necessary for the secure and efficient operation of Niue airport;
- (iv) requirements as to the airworthiness of aircraft operating to, within and from Niue;
- (v) airport security;
- (vi) rescue fire and other emergency services at Niue airport;
- (vii) legislation necessary to ensure Niue's compliance with the International Civil Aviation Convention 1944 and its associated Annexes, and
- (viii) such other matters necessary to secure the safety of aircraft operations to, within and from Niue.

(b) The New Zealand Chief Inspector of Air Accidents shall, when requested by the Government of Niue, assist with and as resources permit, carry out the investigation of air accidents in Niue in accordance with the New Zealand Civil Aviation (Accident Investigation) Regulations 1978.

5 The Government of Niue shall be responsible for any claims, actions or demands that arise out of and in the course of the Secretary for Transport, the Director of Civil Aviation, the Chief Inspector of Air Accidents and their delegates carrying out their responsibilities under paragraphs 3 and 4 of this Agreement.

Personnel and Training

6 (a) The Government of Niue shall recruit into the Niue Public Service such officers as may be required for the administration and operation of civil aviation in Niue. Such officers shall be subject, in matters of discipline, terms and conditions of service, salary scale, allowances and leave to the Niue Public Service Commission, and in matters of duty and technical control to the civil aviation authority of Niue.


(b) In regard to the application of paragraph (a) above, the Government of Niue shall make the maximum possible use of staff already officers of the Niue Public Service to the extent that the said staff are available and capable of performing the particular duties required.

(c) The Government of New Zealand, where possible and when requested by the Government of Niue shall provide training facilities for officers, employed by the Niue Public Service Commission and assisting with the administration and operation of civil aviation in Niue, in accordance with arrangements as to costs and particulars of training to be agreed upon between the Governments of New Zealand and Niue. To this end, the Government of Niue shall make available officers for training in New Zealand or elsewhere to the extent agreed from time to time by the Governments of New Zealand and Niue.

Financial Arrangements

7 (a) Draft forecasts of expenditure and revenue shall be prepared annually by the Government of Niue and shall cover all expenditure proposed and revenue expected by the Government of Niue relating to the administration and operation of civil aviation in Niue. A copy of these forecasts shall be made available to the Government of New Zealand.

(b) Drawing on the forecasts prepared under paragraph (a) above, the Governments of New Zealand and Niue shall consult at least once a year on the source, level and direction of any New Zealand financial assistance to civil aviation in Niue and on any costs incurred by the New Zealand authorities in carrying out their responsibilities under this agreement.



Ownership of Assets

8 All buildings, plant, equipment and other assets made available to the Government of Niue before or after the entry into force of this Agreement and provided in connection with civil aviation in Niue shall be transferred to the ownership of the Government of Niue unless arrangements to the contrary are made. In accordance with Niuean law these items shall be exempt from customs duties and other charges.

Miscellaneous

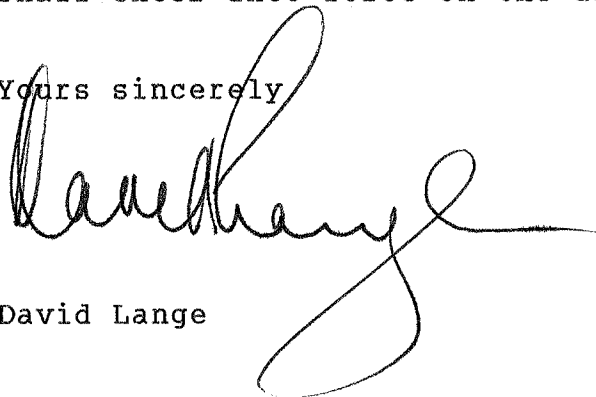
9 Where practicable, all requests for assistance by the Government of Niue under this agreement shall, in the first instance, be made to the Office of the New Zealand Representative in Niue.

10 The provisions, international standards, recommended practices and procedures contained in the 1944 Convention on International Civil Aviation and in the Annexes to the Convention together with any amendments to the Convention or to any such Annexes which are made in accordance with the terms of the Convention, shall, as far as is practicable, be applied in the administration of civil aviation in Niue.

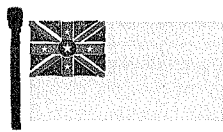
11 The Governments of Niue and New Zealand may at the request of either, consult together at any time on any matters affecting the operation or application of this Agreement.

If the foregoing provisions are acceptable to the Government of Niue, I have the honour to suggest that the present letter and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

Yours sincerely

A large, stylized handwritten signature in black ink, appearing to read 'David Lange', written over the 'Yours sincerely' text.

David Lange



B1986/6

Government of Niue

FAKATUFONO NIUE

Cable: SECRETARY

Phone: 200

Office of the Premier
P.O. Box 40
NIUE

12 November 1986

The Rt Hon David Lange
Prime Minister of
New Zealand
Parliament House
WELLINGTON

My dear Prime Minister

I have the honour to refer to your letter of today's date which reads as follows:

"I have the honour to refer to discussions between representatives of our respective Governments concerning the desirability of clarifying the civil aviation relationship between Niue and New Zealand. I now propose, on behalf of the Government of New Zealand, that an Agreement be reached between our two Governments in the following terms:

Air Services Agreements

1 (a) The right to conclude any Agreement or arrangement granting to any other State or Territory air traffic rights to, within and from Niue and to issue international air service licences shall rest solely with the Government of Niue.

(b) Notwithstanding paragraph (a) above, the Government of Niue shall consult with the Government of New Zealand before concluding any Agreement or arrangement with any other State or Territory which may have consequences for obligations assumed by the Government of New Zealand under this Agreement.

2 The Government of New Zealand shall consult with the Government of Niue before concluding any Agreement or arrangement with any other State or Territory which may have consequences for civil aviation in Niue.

Advisory Services

3 The Government of New Zealand shall, when requested by the Government of Niue and as resources permit, make available to the Government of Niue the services of the New Zealand Secretary for Transport (and the Secretary's delegates) to assist with advice on matters relating to international civil aviation policy including, inter alia, the issue of international air service licences, the granting of air traffic rights with respect to Niue, the operation of international air carriers to, within and from Niue and on matters relating to the kind and level of charges, fees and dues for the operation of Niue airport and the general administration of civil aviation in Niue.

4 (a) The Director of the Civil Aviation Division of the New Zealand Ministry of Transport shall, when requested by the Government of Niue and as resources permit, provide advice to the civil aviation authority of Niue on the following matters that fall within the responsibility of the Government of Niue:

- (i) the administration of civil aviation in Niue;
- (ii) the recruitment, training, terms and conditions of service, remuneration and, where necessary, licensing requirements of suitably qualified staff to maintain, manage and operate Niue airport;
- (iii) the establishment, purchase, maintenance and/or operation of all buildings, installations, facilities, plant and equipment necessary for the secure and efficient operation of Niue airport;
- (iv) requirements as to the airworthiness of aircraft operating to, within and from Niue;
- (v) airport security;
- (vi) rescue fire and other emergency services at Niue airport;
- (vii) legislation necessary to ensure Niue's compliance with the International Civil Aviation Convention 1944 and its associated Annexes, and
- (viii) such other matters necessary to secure the safety of aircraft operations to, within and from Niue.

(b) The New Zealand Chief Inspector of Air Accidents shall, when requested by the Government of Niue, assist with and as resources permit, carry out the investigation of air accidents in Niue in accordance with the New Zealand Civil Aviation (Accident Investigation) Regulations 1978.

5 The Government of Niue shall be responsible for any claims, actions or demands that arise out of and in the course of the Secretary for Transport, the Director of Civil Aviation, the Chief Inspector of Air Accidents and their delegates carrying out their responsibilities under paragraphs 3 and 4 of this Agreement.

Personnel and Training

6 (a) The Government of Niue shall recruit into the Niue Public Service such officers as may be required for the administration and operation of civil aviation in Niue. Such officers shall be subject, in matters of discipline, terms and conditions of service, salary scale, allowances and leave to the Niue Public Service Commission, and in matters of duty and technical control to the civil aviation authority of Niue.

(b) In regard to the application of paragraph (a) above, the Government of Niue shall make the maximum possible use of staff already officers of the Niue Public Service to the extent that the said staff are available and capable of performing the particular duties required.

(c) The Government of New Zealand, where possible and when requested by the Government of Niue shall provide training facilities for officers, employed by the Niue Public Service Commission and assisting with the administration and operation of civil aviation in Niue, in accordance with arrangements as to costs and particulars of training to be agreed upon between the Governments of New Zealand and Niue. To this end, the Government of Niue shall make available officers for training in New Zealand or elsewhere to the extent agreed from time to time by the Governments of New Zealand and Niue.

Financial Arrangements

7 (a) Draft forecasts of expenditure and revenue shall be prepared annually by the Government of Niue and shall cover all expenditure proposed and revenue expected by the Government of Niue relating to the administration and operation of civil aviation in Niue. A copy of these forecasts shall be made available to the Government of New Zealand.

(b) Drawing on the forecasts prepared under paragraph (a) above, the Governments of New Zealand and Niue shall consult at least once a year on the source, level and direction of any New Zealand financial assistance to civil aviation in Niue and on any costs incurred by the New Zealand authorities in carrying out their responsibilities under this Agreement.

Ownership of Assets

8 All buildings, plant, equipment and other assets made available to the Government of Niue before or after the entry into force of this Agreement and provided in connection with civil aviation in Niue shall be transferred to the ownership of the Government of Niue unless arrangements to the contrary are made. In accordance with Niuean law these items shall be exempt from customs duties and other charges.

Miscellaneous

9 Where practicable, all requests for assistance by the Government of Niue under this agreement shall, in the first instance, be made to the Office of the New Zealand Representative in Niue.


10 The provisions, international standards, recommended practices and procedures contained in the 1944 Convention on International Civil Aviation and in the Annexes to the Convention together with any amendments to the Convention or to any such Annexes which are made in accordance with the terms of the Convention, shall, as far as is practicable, be applied in the administration of civil aviation in Niue.

11 The Governments of Niue and New Zealand may at the request of either, consult together at any time on any matters affecting the operation or application of this Agreement.

If the foregoing provisions are acceptable to the Government of Niue, I have the honour to suggest that the present letter and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply."

I have the honour to confirm that the foregoing provisions are acceptable to the Government of Niue and that your letter and this reply shall constitute an Agreement between our two Governments to enter into force on today's date.

Yours sincerely



R. R. Rex
Premier