



ANALYSIS

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1968-69, No. 19

An Act to provide for the confirmation of a
Civil Aviation Agreement between the Government
of the Cook Islands and the Government of New
Zealand

(25 March 1969)

WHEREAS the Government of the Cook Islands and the Government of New Zealand have signed an Agreement for the establishment and management of an international airport at Rarotonga and in regard to air services and air traffic rights to, from or through the Cook Islands (hereinafter referred to as "the Agreement"); AND WHEREAS the text of the Agreement (but not the plans annexed thereto) is set out in the Schedule to this Act; AND WHEREAS Article 17 of the Agreement provides that the Agreement shall be confirmed by Act of the Cook Islands Legislative Assembly:

BE IT THEREFORE ENACTED by the Legislative Assembly of the Cook Islands in Session assembled, and by the authority of the same, as follows:-

1. Short Title - This Act may be cited as the Civil Aviation Agreement Act 1968-69.
2. Confirmation of Agreement - The Agreement is hereby confirmed.

 Price 4

S C H E D U L E
CIVIL AVIATION AGREEMENT
BETWEEN
THE GOVERNMENT OF THE COOK ISLANDS
AND
THE GOVERNMENT OF NEW ZEALAND

The Government of the Cook Islands and the
Government of New Zealand,

Have agreed as follows:

PART A - ESTABLISHMENT AND OPERATION
OF AN INTERNATIONAL AIRPORT AT RAROTONGA

ARTICLE 1

The Government of New Zealand shall develop to the
required standard, and shall maintain, manage and operate
an international airport at Rarotonga.

ARTICLE 2

The Government of the Cook Islands shall vest in the
New Zealand Government Property Corporation without
payment the fee simple of the land at present comprising
Rarotonga Airport.

ARTICLE 3

1. The Government of the Cook Islands shall
acquire the additional land required for the development
of the airport as shown on the plan annexed to this
Agreement and shall vest the fee simple thereof in the
New Zealand Government Property Corporation.

2. The Government of the Cook Islands shall during
the continuance of this Agreement impose and enforce
such restrictions on the use of land in the vicinity of
the airport as are necessary to develop and maintain,
to the required standard, side and end clearances for
the airstrip as shown on the plan annexed hereto.

(Sgd) A.R.H.

(Sgd) J.R.H.

(Sgd) J.B.G.

3(a) The Government of New Zealand shall pay to the Government of the Cook Islands in lump sums such compensation as may become due and payable to any person or persons in consequence of the acquisition of land, or of restrictions on the use of land, under this Article.

(b) Any such compensation shall be disbursed by the Government of the Cook Islands to the person or persons entitled thereto by a single payment or, if the Government of the Cook Islands and the persons entitled so agree, by a series of payments in respect of capital and interest; and the Government of the Cook Islands shall in any case indemnify the Government of New Zealand against all claims, actions and demands made in consequence of the acquisition of land, or rights in relation to land, under this Article.

ARTICLE 4

When the Government of New Zealand ceases to be responsible for maintaining, managing and operating the airport (and has removed any plant or equipment which it provided and wishes to retain), the fee simple of the land comprising the airport shall be revested in the Government of the Cook Islands upon payment to the Government of New Zealand of the fair value, at the time of revesting, of the buildings, installations and other improvements which it provided and which pass with the land.

(Sgd) A.R.H.

(Sgd) J.R.H.

(Sgd) J.B.G.

ARTICLE 5

1. The Government of New Zealand shall be responsible for providing -

- (a) All buildings, installations and other improvements required within the airport boundaries - including reasonable working accommodation and facilities for customs, immigration, health and agricultural quarantine purposes; and
- (b) Except as the two Governments may otherwise agree, such buildings, installations and other improvements as may be required outside the airport boundaries in connection with the technical operation of the airport and the housing of airport staff not ordinarily resident in the Cook Islands.

2. Subject to the foregoing, the Government of the Cook Islands shall be responsible for providing all buildings, installations and other improvements required outside the airport boundaries to ensure the efficient operation of the airport - including, in particular, facilities for the supply of water, electric power, telephone communication, and other utilities.

(Sgd) A.R.H.

(Sgd) J.R.H.

(Sgd) J.B.G.

3. When buildings, installations or other improvements outside the airport boundaries are to be provided by the Government of New Zealand pursuant to

sub-paragraph 1(b) of this Article, the Government of the Cook Islands shall acquire the necessary land, and shall vest the fee simple or a leasehold interest in the New Zealand Government Property Corporation, on such terms and conditions as may then be agreed between the two Governments.

ARTICLE 6

1. In discharging its responsibility for the maintenance of the airport, the Government of New Zealand shall arrange, on such terms and conditions as may be agreed between the two Governments, for the Government of the Cook Islands to perform any work which the latter Government is able to undertake.

2. The Government of the Cook Islands shall ensure that water, electric power, telephone communication, and other utilities required to ensure the efficient operation of the airport are supplied at normal service charges.

ARTICLE 7

1. The Government of the Cook Islands shall be responsible for providing the staff needed to perform customs, immigration, health and agricultural quarantine functions at the airport.

(Sgd) A.R.H.
(Sgd) J.R.H.
(Sgd) J.B.G.

2. The Government of New Zealand shall be responsible for providing the other staff needed for the operation of the airport. As far as possible, suitably qualified local staff will be employed and facilities for the training of local staff will be provided.

ARTICLE 8

The Government of New Zealand shall receive all airport revenue, including landing fees and revenue from airport concessions. If, however, the Government of the Cook Islands at any time contributes to the cost of matters for which the Government of New Zealand is responsible under this Part of this Agreement, the two Governments may agree to apportion, on the basis of their relative contributions, the profits or losses incurred on the running of the airport after the payment of operating and standing charges.

PART B - COOK ISLANDS EXTERNAL AIR SERVICESARTICLE 9

The Government of New Zealand shall have sole control of air traffic rights into and out of the Cook Islands during the continuance of this Agreement, but shall consult the Government of the Cook Islands before granting to any other Government the rights necessary for the conduct of air services to, from or through the Cook Islands.

ARTICLE 10

(Sgd) A.R.H.
(Sgd) J.R.H.
(Sgd) J.B.G.

The Government of New Zealand shall ensure the provision of such air services to and from the Cook Islands as are adequate, having due regard to economic factors, to foster the growth of tourism and commercial activity in the Cook Islands and to provide for the reasonable requirements of Cook Islands residents.

ARTICLE 11

The Government of the Cook Islands shall consult the Government of New Zealand regarding the provision of any air service within the Cook Islands.

ARTICLE 12

The Government of the Cook Islands shall not impose any tax on profits from air operations to, from or through the Cook Islands nor shall it impose any passenger tax in respect of air services to, from or through the Cook Islands.

PART C - GENERALARTICLE 13

1. The Director of Operations and Technical Services shall during the continuance of this Agreement exercise in the Cook Islands all those powers and functions now exercised by him in the Cook Islands; and neither those powers and functions nor the standards and requirements which he administers in the Cook Islands shall be altered without the agreement of both Governments.

2. The Government of New Zealand shall have the right, if it so desires, to maintain, manage and operate during the continuance of this Agreement any other airport in the Cook Islands; and in any case the Government of New Zealand shall give all possible assistance in the recruiting and training of suitably qualified staff to maintain, manage and operate any such airport.

(Sgd) A.R.H.

(Sgd) J.R.H.

(Sgd) J.B.G.

ARTICLE 14

1. All equipment, furniture, building and other materials to be used in the development, maintenance or operation of the airport at Rarotonga or any of the facilities relating to the airport, unless purchased or sold in the Cook Islands, and all spare parts imported into the Cook Islands for the maintenance or repair of aircraft operating air services to, from or through the Cook Islands, shall be exempted in the Cook Islands from all customs duty, inspection fees and other similar duties and charges.

2. Aircraft operating air services to, from or through the Cook Islands and supplies of regular equipment, fuel, lubricating oils and aircraft stores (including provisions of food, drink and tobacco) on board such aircraft, shall be exempted in the Cook Islands from all customs duty, inspection fees and other similar duties and charges; a similar exemption from duties and charges, save in respect of charges made for services rendered, shall apply to fuel, lubricating oils and aircraft stores obtained in the Cook Islands and taken on board aircraft operating air services to, from or through the Cook Islands.

ARTICLE 15

(Sgd) A.R.H.
(Sgd) J.R.H.
(Sgd) J.B.G.

This Agreement shall remain in force for a period of twenty-one years or until financial aid from the Government of New Zealand to the Government of the Cook Islands is restricted to loans or grants for specific capital purposes, whichever period is the longer.

ARTICLE 16

At least twelve months before its termination under Article 15 the two Governments shall review this Agreement and consider whether it should be extended. At any time during the continuance of the Agreement the two Governments may consult for the purpose of amending or varying its provisions.

ARTICLE 17

This Agreement shall be confirmed by Act of the Cook Islands Legislative Assembly at the first opportunity after signature.

ARTICLE 18

In this Agreement, unless the context otherwise requires -

"The Cook Islands" has the same meaning as in the Constitution of the Cook Islands, as set out in the Schedule to the Cook Islands Constitution Act 1964.

"Director of Operations and Technical Services" means the person who holds this office or who may hold any office with corresponding functions under New Zealand law, and includes any person exercising powers and functions under his direction.

(Sgd) A.R.H.

(Sgd) J.R.H.

(Sgd) J.B.G.

"The Government of the
Cook Islands" and
"the Government of
New Zealand"

include references to the
Departments and agencies of
those Governments respectively.

IN WITNESS WHEREOF the undersigned, duly authorised
by their respective Governments, have signed this
Agreement in two copies.

For the Government of the Cook Islands
Rarotonga, 7th February 1969

(Sgd) A.R. Henry

For the Government of New Zealand
Wellington, 1st November 1968

(Sgd) J.R. Hanan
(Sgd) J.B. Gordon

(Annexed plans not reproduced)
