

**Before the Environment Court  
at Wellington**

In the Matter of section 87G of the Resource Management Act 1991

And

In the Matter of the direct referral of the Application for resource consents associated with an extension to the runway by Wellington International Airport Limited

(ENV-2016-WLG-00058)

**Memorandum of Counsel for  
Wellington International Airport Limited**

Dated: 22 January 2019

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**MAY IT PLEASE THE COURT:**

1. This memorandum is filed on behalf of Wellington International Airport Limited (**WIAL**) in response to the costs application of Jumpjet Airlines Limited and Jumpjet Holdings Limited (**Jumpjet**) filed on 30 December 2018 and in accordance with paragraph 6.6(f) of the Environment Court Practice Note 2014.
2. In respect of costs, His Honour stated that:<sup>1</sup>

*Costs on these proceedings are reserved in favour of the First Applicants and Jumpjet against WIAL notwithstanding that the strike out applications were declined. We appreciate that it is unusual to reserve costs in favour of unsuccessful parties, however their applications were made for understandable reasons and cogently advanced. They should not have to carry any cost in this situation. **We assume that Jumpjet's costs will be confined to any out of pocket expenses as it was not represented by counsel, but rather by its Director.** Costs applications are to be filed and responded to in accordance with para 6.6(f) of the Environment Court Practice Note 2014. We hope that costs might be resolved by discussion between the parties.*

*(emphasis added)*

3. It is noted that WIAL and Guardians of the Bay/ Hue te Take have reached agreement as to costs.
4. Jumpjet has sought costs totalling \$2,637.78 (GST inclusive) in relation to:
  - (a) legal fees of Andrew Cameron dated 20 March 2017;
  - (b) business consultancy fees of John D Cook (invoice undated);
  - (c) director consultancy fees and related disbursements; and
  - (d) purchasing Annex 14 – Aerodromes – Volume 1 – Aerodromes Design and Operations.

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<sup>1</sup> Decision No. [2018] NZEnvC 246 (20 December 2018) at [58].

5. WIAL submits that a majority, if not all, of the costs sought by Jumpjet are not related to the strike out proceeding and/or are unreasonable.
6. Pursuant to section 285(1) of the Resource Management Act 1991 (**RMA**), the Court may order any party to a proceeding to pay any other party's costs and expenses incurred as the Court considers reasonable. WIAL submits that costs sought must be limited to the expenses incurred for the strike out application only.
7. On that basis, WIAL submits that the legal fees invoiced on 20 March 2017 cannot reasonably be attributed to costs incurred in relation to the strike out application lodged by Jumpjet on 12 November 2018 and heard by the Court on 12 December 2018.
8. Similarly, the purchase of "*Annex 14 – Aerodrome – Volume 1 – Aerodromes Design and Operations*" from the International Civil Aviation Organization (**ICAO**) cannot reasonably be attributed to the strike out application which did not consider technical aspects of the substantive application.
9. It is also generally accepted that self-represented litigants are not entitled (unless in exceptional circumstances)<sup>2</sup> to recover costs other than disbursements.<sup>3</sup>
10. WIAL submits that costs cannot be recovered by self-represented litigants for time spent preparing for and attending the strike out proceeding. Notwithstanding that, WIAL accepts that it is possible disbursements incurred by Nicholas Kile in the course of the strike out application (including travel and administrative costs) could be recovered. However, no particulars have been provided to account for the \$500 sought. WIAL seeks that further particulars be provided to ensure expenses are proper disbursements and within scope of the strike out proceedings.
11. Jumpjet has also sought reimbursement for an undated invoice of John D Cook as a "Business Advisor". It is unclear and difficult to envisage what relevant resource management related expert evidence Mr Cook could have provided for the strike out proceedings. In addition Mr Cook is a

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<sup>2</sup> *Sandilands v Manawatu District Council* (2001) W55/2001 at [22].

<sup>3</sup> *Halstead v Christchurch City Council* (1990) C013/90 cited in *Pickering v Christchurch City Council* [2017] NZEnvC 119 at [15].

Director of Jumpjet Airlines Limited and Jumpjet Holdings Limited and therefore is not able to provide expert advice. Consequently his costs are not able to be recovered other than potentially relevant disbursements.

12. WIAL therefore submits that no costs award should be ordered in respect of Mr Cook's undated invoice.
13. WIAL submits that the cost application as it is currently filed does not provide sufficient detail of the disbursements incurred and/or is unrelated to the strike out proceedings.
14. On that basis, WIAL respectfully submits that:
  - (a) further particulars for the disbursements incurred by Mr Kile are required; and
  - (b) no other costs sought by Jumpjet should be awarded.

Dated: 31 January 2019



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Amanda Dewar

**Solicitor for Wellington International Airport Limited**