



ACCREDITATION AGREEMENT FORM

THIS AGREEMENT BETWEEN

.....

in this document called “the Applicant”

AND

Aviation Industry Association of New Zealand Incorporated

NOW THIS AGREEMENT RECORDS

- 1) That the Applicant is applying to the Association to participate in the accreditation procedures for AIRCARE™ Accreditation Programme under procedures for the time being applied.
- 2) The Applicant agrees to be bound by and observe the obligations and requirements in the SMS Manual,
- 3) That the Applicant is the holder of a current Aircraft Organisation Certificate Number
- 4) This agreement is in addition to, and shall not derogate from any other agreement already executed or otherwise in force between the parties, although, if there is any inconsistency or contradiction between this agreement and any other arrangement, then, to the extent of such inconsistency or contradiction, the terms and conditions of this agreement shall prevail.
- 5) The Applicant consents to the AIA CEO or delegates making such inquiries as AIA believes necessary from any person or agency, for the purposes of this application and the continuing provision of accreditation status to the Applicant.
- 6) In consideration for the application for Accreditation, the Applicant hereby agrees:-

- a) If an AIA Member, to be bound by the Constitution and Rules for the time being of the Aviation Industry Association of New Zealand Incorporated
 - b) To operate in accordance with, and to be bound by, the rules and standards detailed in the Part 2 of the AIRCARE™ Safety Management System Manual as amended from time to time;
 - c) To accept as final and binding, any decision taken in relation to accreditation by a duly convened meeting of the AIA Advisory Council;
 - d) To promptly pay all subscriptions and fees lawfully imposed by the AIA
- 7) The Applicant acknowledges and agrees that purpose of Part 1 of the SMS Manual is to provide guidance and information on standards, practices and procedures which the AIA considers consistent with the relevant parts of the International Civil Aviation Organization Safety Management Manual (2nd edition (2008)). Furthermore, the Applicant acknowledges and agrees that the guidance and material in Part 2 of the SMS Manual:
- (a) is not intended to be the only means of compliance with a rule, where relevant, and are not exhaustive;
 - (b) does not detract from, and must be read in conjunction with, all relevant statutes, regulations and rules, the common law, and the relevant Civil Aviation Authority Advisory Circulars; and
 - (c) may be changed, from time to time, by updates being loaded on the AIA website and Accredited Participants will be alerted to this by the AIA's regular e-mailed update, because of the changing nature of the environment and the laws.
- 8) The Applicant acknowledges and agrees that AIRCARE™ Accreditation Programme, and Part 2 of the SMS Manual generally, are intended to provide accurate and adequate information pertaining to the subject matter, within the limitation of the size of that publication. Nevertheless, the SMS Manual has been prepared and is being made available to all relevant persons and entities strictly on the basis that, to the fullest extent permitted by law, its authors, and the AIA, its officers, employees and contractors, fully exclude any liability (including by negligence, and whether direct, indirect or consequential) by any or all of them in any way to any person or entity for or in relation to any loss, costs, claims, damage or expenses:
- (a) in respect of or arising out of any reliance in part or full, by any such person or entity, upon any of the contents of the SMS Manual or the AIRCARE™ Accreditation Programme, for any purpose;

- (b) arising in any way out of part 2 of the SMS Manual, or out of the Applicant's products, practices, processes, procedures, facilities or services the subject of Accreditation; and
 - (c) any negligent act or omission of AIA, its officers, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of any claim by a third person.
- 9) The Applicant for the AIRCARE™ Accreditation Programme indemnifies the AIA its officers, employees and contractors, from and against all losses, costs, claims, damages and expenses that AIA may sustain or incur as a result, whether directly or indirectly, of:
 - (i) any failure by the Applicant to adhere to the standards required in order to enable the applicant to achieve Accreditation;
 - (ii) any failure of the Applicant to adhere to the terms and conditions in the AIRCARE™ Accreditation Programme or part 2 of the SMS Manual; and
 - (iii) any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Applicant or its officers and employees, or arising out of or in connection with the applicant that is the subject of Accreditation.
- 10) The Applicant acknowledges and agrees that the AIA excludes from the SMS Manual and the AIRCARE™ Accreditation Programme all terms and conditions implied by statute, general law or custom, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this paragraph to be void.
- 11) The Applicant acknowledges and agrees that no part of the SMS Manual may, except where expressly permitted in the SMS Manual itself, be adapted, modified, reproduced, copied or transmitted in any form or by any means including written, electronic, mechanical, reprographic, photocopying, or recording means. Furthermore, the SMS Manual shall not be stored in whole, part, adapted or modified form, in or for any retrieval system of any nature, except in accordance with the terms of the SMS Manual or otherwise with the written permission of the AIA. All rights to the SMS Manual are reserved to the AIA. The Applicant acknowledges that:
 - (a) the AIA is the owner of the copyright, know-how and other intellectual property rights in the SMS Manual, the AIRCARE™ Accreditation Programme and associated documentation; and

- (b) no right, title or interest in the SMS Manual or AIRCARE™ Accreditation Programme procedures or the associated documentation is transferred to the applicant under this contract.

Voluntary Withdrawal

It is hereby agreed that the Applicant may voluntarily terminate this agreement at any time by providing written notice to the AIA CEO.

Standards that the applicant seeks accreditation to: (Please Tick)

- | | |
|---|--------------------------|
| AIRCARE™ – Environmental – Discharges – GROWSAFE® | <input type="checkbox"/> |
| AIRCARE™ – Environmental – Discharges – SPREADMARK™ Aerial | <input type="checkbox"/> |
| AIRCARE™ – Environmental – Discharges – Vertebrate Toxic Agents | <input type="checkbox"/> |
| AIRCARE™ – Environmental – Amenity Values – Noise Abatement | <input type="checkbox"/> |
| AIRCARE™ – Flight Training | <input type="checkbox"/> |
| Air Ambulance / Air SAR Standards | <input type="checkbox"/> |
| AIRCARE™ Code of Practice for Fire Fighting | <input type="checkbox"/> |

All information (including any personal information under the Privacy Act 1993) submitted with this completed application:

- is being obtained, collected and stored for the purposes of assessing applications for Accreditation in relation to AIA's AIRCARE™ Accreditation Programme, and then administering the relationships with the successful applicants;
- is being held by AIA at its office at, Level 5 Agriculture House, 12 Johnston Street, Wellington 6011, PO Box 2096, Wellington 6140, and if the application is accepted, then on registration.

The Applicant:

- authorises AIA and its advisers to make any enquiries of third persons in order to validate any assertions made in the application;
- acknowledges that the failure to supply the information requested may result in AIA declining an application, or granting an application subject to conditions that were not included in the initial application;
- authorises AIA to provide any Government or regulatory body with any information that they may lawfully request;

- is reminded that it may access all personal information concerning its application held by AIA .and may ask for a copy of it and may also require that any such personal information is corrected.

ACKNOWLEDGEMENT AND AGREEMENT:

The Applicant acknowledges and agrees that the application, if accepted by AIA, will result in a legally binding contract between us incorporating the terms and conditions of this Accreditation Agreement and the AIRCARE™ Safety Management Systems Manual.

DECLARATION:

The Applicant declares that:

- The information I/we gave on this application is true and correct
- I am / we are authorised to provide the information and make this declaration (if given and made on behalf of a company)
- I am / we are aware that it is an offence to provide false or misleading information or omit any material information
- I / we understand that the applicant must notify AIA if there are any changes in the particulars I/ we have provided in this application form
- If applying for accreditation to any of the NZAAA Codes of Practice I/we declare that the applicant company meets the conditions detailed in SMS Manual Part 2 Para 14.1 8)
- I / we have read and understood the terms and conditions of this application form (including those terms and conditions concerning privacy and personal information)

Physical Location of all bases shall be recorded below. (Use separate sheet if necessary)

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Signed by Applicant (in person).....

OR

as duly authorised agent of

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