

# Terms and Conditions



This document sets out the terms and conditions upon which the Wellington Aero Club Inc. ("WAC") shall provide Services and/or Goods and/or the Aircraft Hire agreement ("AHA") to you ("Customer").

## Laws and regulations

The Customer agrees to conduct the hire of the aircraft in accordance with the WAC Flight Orders, WAC Air Operator's Certificate and requirements of the Civil Aviation Authority.

## Prices and charges

WAC members are entitled to member hire rates and each aircraft hire is subject to minimum hire charges set out on the rate card published on display at the Club office/reception.

The prevailing Day Member rate shall be charged in addition for all flights during each 24 hour period for any Customer who is not a member of WAC.

Flight hours are calculated dependent on each aircraft type using differing methods including but not limited to, tacho time and/or hobbs time. Customers are advised to ascertain the method of calculation at the time of aircraft booking.

WAC reserves the right to calculate a fair and reasonable charge based on actual time flown in the event a flight timer fails.

The Customer shall be liable for all air services charges, landing, parking and other such fees and charges incurred during the hire period.

All Bookings of more than 1 day shall be for at least 2.5 hours chargeable flight time per day.

Prices may change or be altered without notice.

## Payment

WAC does not offer credit terms. Payment is due in full on completion of each flight, or at time of sale of Service or Goods.

Any other amounts payable under these Terms and Conditions, including Cancellation Fees will be payable immediately upon issuance of our invoice.

Payment must be made in cash, by cheque, EFTPOS, Visa, MasterCard or by internet banking in New Zealand dollars to WAC's BNZ Kilbirnie account: 02-0520-0109798-00. If invoices are not paid in full and on time the Customer will pay collection and/or collection agency and/or legal fees and such fees may include additional fees or commission charged by debt collecting firms and actual legal costs and disbursements charged on a solicitor and own client basis.

In addition to the costs of recovery the Customer will pay penalty interest on any unpaid amount from the due date until payment in full at the rate of 24% per annum from the due date until the late payment is received by WAC in full.

## Cancellations

Same date cancellation of a flight booking may attract a cancellation fee of \$50.

The cancellation fee will be waived, at the absolute discretion of WAC, in the case of poor weather conditions precluding safe flight.

## Aircraft Hire – Hire period

The hire period shall commence at the beginning of the scheduled time made at the time of booking and terminate at the end of the scheduled time made at the time of booking.

WAC reserves the right to cancel a booking and charge the cancellation fee should the Customer not collect the aircraft within 30 minutes of the commencement of the hire period.

The Customer must return the aircraft, fuel cards, aircraft books with flight details clearly and accurately entered in the flight log and equipment and have secured the aircraft at least ten minutes prior to the completion of the hire period.

Failure to return the aircraft on time may result in the Customer being charged a late return fee per hour for each hour overdue in addition to the hire fees and charges, with a minimum charge of one hour's late return fee.

## Aircraft Hire – Defects, Damage, Airworthiness and Abandonment

It is the responsibility of the Customer to return the aircraft in a clean and tidy state at the conclusion of the hire period.

If the aircraft is found in a state other than described, the Customer may be charged a cleaning fee.

The Customer shall report as soon as is practical to WAC any defects that render the aircraft unserviceable or unsafe for further operation.

Should the Customer abandon the aircraft for any reason, other than a defect that renders the aircraft unserviceable, which was not caused by the Customer, the Customer shall be liable for all costs associated with the recovery of the aircraft.

The Customer agrees to refrain from tampering with, attempting to repair or authorising any repair to the aircraft without the prior approval of WAC.

If the Customer is involved in an accident with an aircraft, the Customer may be liable for payment of repairs or the excess amount of the insurance policy.

## Website & Paper Aviator

If you have been issued with a username and password for the WAC booking system, you agree that it is for your own personal use only. You must keep your username and password for the Paper Aviator system strictly confidential. You are responsible for the consequences of all unauthorised use of your username and password.

You must notify WAC immediately if you believe or suspect that unauthorised persons might have access to your username and/or password for the Paper Aviator system, and you must immediately change your password.

## Goods/Pilot Supplies/Merchandise

Where agreed with you, WAC will provide Goods subject to these Terms and Conditions.

You agree that risk in any Goods supplied by WAC passes to you immediately upon supply.

Title to Goods will remain with WAC, and will not pass to you, until you have paid the fees for all Goods supplied in cleared funds.

## Refunds

Refunds are available on application to the Executive Committee. WAC reserves the right to apply an administration fee of up to \$500. Expired vouchers, packages or deals do not qualify for refunds.

## Warranties

Goods are subject to the manufacturers' warranties only (if any). WAC will pass on the benefit of those warranties to you, without being directly liable to you under any warranty.

Where goods are subject to a return to base warranty, you are responsible for returning them to WAC, or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.

Any warranty may be voided by unreasonable use, damage or misuse (including problems caused by misuse or damage after the goods have left WAC's care), negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of hardware, software or consumables not supplied by WAC. You will not be entitled to the benefit of any warranty if any sum that you owe WAC for any reason is overdue.

## Liability

The Customer shall be liable for any costs associated with any breach of the terms and conditions of hire or any such sum as is necessary to compensate WAC for its loss or damage as determined by WAC acting reasonably.

In no event will WAC be liable (whether in contract, tort or negligence) to you for:

- loss of profits or savings, loss of goodwill or opportunity, or wasted time; or
- loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from any Services or Goods supplied by WAC to you, even if we had been advised of the possibility of such loss, damage, cost or expense.

To the extent allowed by law, our total liability under any claim of any nature arising directly or indirectly from any Service or Goods will not exceed the amount paid by you for that Service or Goods.

## Termination

We may immediately terminate the agreement between us if WAC consider:

- you are in breach of these Terms and Conditions;
- there is any threat to the safety of any of our staff or agents;
- you are insolvent, bankrupt, in liquidation, unable to pay your debts, or otherwise an unacceptable credit risk to us.

If we terminate our agreement we will cease to undertake the Services and all Fees incurred up to that time will immediately become payable.

## General

WAC will not be liable to you for any breach or failure to perform any of our obligations where such breach or failure is caused by anything beyond our reasonable control, including (with limitation) inability to obtain supplies, war, civil commotion, terrorism, strike, lockout, other industrial act, weather phenomena or other act of God.

We may amend these Terms and Conditions from time to time. The current Terms and Conditions are available on our website [www.flywellington.co.nz](http://www.flywellington.co.nz)

This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.