

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.

Non-members will be charged the applicable Day Membership fee for each 24-hour period in which they fly.

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 one (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 the time of sale of Services 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 EFTPOS or internet banking.

Payment is due within seven (7) days of the invoice date. If payment is not received within this period, Wellington Aero Club reserves the right to apply a \$25 monthly administration fee for each month the payment remains overdue.

If debt collection becomes necessary, the Customer must pay all reasonable collection costs.

Wellington Aero Club reserves the right to withhold access to services, including future bookings, until any overdue amounts are paid in full.

Cancellations

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

may be waived, at the absolute discretion of WAC, where poor weather conditions preclude 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 (10) minutes prior to the completion of the hire period.

Failure to return the aircraft on time may result in a late return fee per hour (minimum one hour) in addition to the hire fees.

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 any other condition, a cleaning fee may apply.

The Customer shall report any defects rendering the aircraft unserviceable or unsafe as soon as reasonably practicable.

If the Customer abandons the aircraft for any reason other than a defect not caused by the Customer, the Customer shall be liable for all recovery costs.

The Customer shall not attempt or authorise repairs without prior approval from WAC.

If involved in an accident, the Customer may be liable for repair costs or the insurance excess.

Website & Paper Aviator

If you have been issued login credentials for booking systems, they are for personal use only. You are responsible for maintaining confidentiality and for all unauthorised use. WAC must be notified immediately if unauthorised access is suspected.

Goods / Pilot Supplies / Merchandise

Where agreed, WAC will supply Goods subject to these Terms and Conditions.

Risk passes to the Customer upon supply.

Title to Goods remains with WAC until payment is received in cleared funds.

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 manufacturers' warranties only (if any).

WAC passes on such warranties but is not directly liable under them.

Warranty claims may be voided by misuse, damage, unauthorised repair, modification or unpaid accounts.

Liability

The Customer is liable for losses arising from any breach of these Terms and Conditions.

To the extent permitted by law, WAC excludes liability for indirect or consequential loss.

WAC's total liability shall not exceed the amount paid for the relevant Goods or Services.

Termination

WAC may immediately terminate this agreement if the Customer breaches these Terms, poses a safety risk, or becomes insolvent.

Upon termination, all outstanding fees become immediately payable.

General

WAC will not be liable for failure or delay caused by events beyond its reasonable control.

WAC may amend these Terms and Conditions from time to time.

These Terms and Conditions are governed by the laws of New Zealand, and the Courts of New Zealand shall have exclusive jurisdiction.

Where Goods or Services are purchased through the Wellington Aero Club online shop, the Online Shop, Vouchers & Flight Packages terms apply in addition to these Terms and Conditions. In the event of any inconsistency, those terms prevail only to the extent of that inconsistency.

ONLINE SHOP, VOUCHERS & FLIGHT PACKAGES

Eligibility and Use

You must be at least 18 years of age to purchase Goods or Services through the Wellington Aero Club online shop. Purchases are for personal use only or for gifting to another individual for their personal use. Goods, Services and vouchers must not be purchased for resale or commercial purposes.

Orders, Availability and Payment

All online shop orders are subject to availability. Payment for online shop purchases is required in full at the time of sale and is governed by the Payment provisions of these Terms and Conditions.

Wellington Aero Club reserves the right to cancel and refund an order where a Product or Service becomes unavailable.

Vouchers, Trial Flights and Flight Packages

Validity and Expiry

Trial Flight and Flight Package vouchers are valid for three (3) years from the date of purchase. Expired vouchers are not redeemable or refundable.

Conversion to Flight Credit

After six (6) months from the date of purchase, the value of a Trial Flight or Flight Package voucher may be converted into flight credit. Converted credit may be redeemed for flight instruction or aircraft hire at the current rates applicable at the time of use.

Transfer and Resale

Vouchers may be transferred to another individual for personal use with prior notification to WAC. Vouchers must not be resold or used for commercial gain.

Cancellations and Refunds (Shop Purchases)

Where a booked flight is cancelled due to weather conditions or illness, the Customer will be offered the opportunity to rebook at no additional cost.

Refunds for Trial Flight and Flight Package vouchers are available at the discretion of Wellington Aero Club, subject to the following administration fees:

- Trial Flights: \$50
- Three-Flight Packages: \$100

Administration fees will be deducted from any approved refund. Expired vouchers are not eligible for refund.

Delivery of Physical Vouchers

Physical hard-copy vouchers are delivered within New Zealand only. Delivery charges will be disclosed at the time of purchase. Orders are generally dispatched within seven (7) days, subject to operational and weather constraints. Delivery timeframes are estimates only and tracking is not provided unless expressly agreed.

Training Outcome Disclaimer – Pre-Solo Essentials

Purchase of a "Pre-Solo Essentials" package does not guarantee achievement of solo flight. Progression is subject to individual capability, weather, aircraft availability, Civil Aviation Authority requirements and the sole discretion of the Chief Flying Instructor.

Amended 30/03/2026

Secretary, Wellington Aero Club