

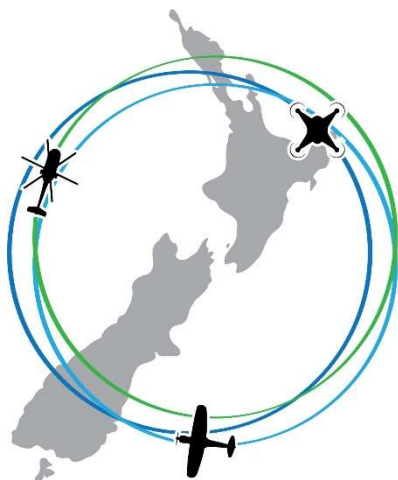


AIRCARE™

Accreditation Rules V 11 (FINAL)

01 July 2024

For Part 137 Aviation Organisations



Aviation
INDUSTRY
ASSOCIATION

1 INTRODUCTION

The following principles have been followed in developing the AIRCARE™ Accreditation Programme.

1. Safety First
2. Industry-led
3. Sustainable – environmental, social and financial
4. High Integrity – robust processes of accreditation and governance
5. Supportive – providing tools to enable organisations to achieve best practice
6. Transparent – criteria and findings are fully transparent
7. Independent Assurance – third party verification
8. Intelligent – audit data is regularly reviewed and assessed
9. Evolutionary – improving continuously to help the agricultural aviation industry to lift performance
10. Proactive – leading safety and environmental performance for a vibrant aviation sector contributing to a better New Zealand.

The AIRCARE™ Accreditation Programme has been developed by members of the aviation industry for the benefit of the agricultural aviation industry participants. The purpose of the programme is to assure sustainability by having all organisations operating to best practice in terms of environmental safety.

The rules and standards incorporated in this programme not only represent best industry practice but also provide independent assurance that participants in the programme are performing at a level that consistently assures compliance with regulations and industry codes of practice. The AIRCARE™ Programme has risk management as a cornerstone. The programme was launched in Parliament on 12 May 2011. To achieve a truly sustainable future, organisations must:

- operate in compliance with the Civil Aviation Act, the Civil Aviation Rules and other applicable laws, and
- maintain accreditation under the NZ Agricultural Education Trust (NZAET) Growsafe® Accreditation Programme and/or,
- the Fertiliser Quality Council (FQC) Spreadmark programme

All Part 137 organisations are invited to adopt the rules, procedures and philosophies detailed in this manual.

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1.2 Record of amendments

Amend. No	PAGES CHANGED	EFFECTIVE DATE	DATE ENTERED	ENTERED BY (SIGNATURE)
New Manual		01.07.24	01.07.24	Incorporated
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1.3 List of effective pages

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2	01.07.24	27	01.07.24				
3	01.07.24	28	01.07.24				
4	01.07.24	29	01.07.24				
5	01.07.24	30	01.07.24				
6	01.07.24	31	01.07.24				
7	01.07.24	32	01.07.24				
8	01.07.24	33	01.07.24				
9	01.07.24	34	01.07.24				
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1.4 Abbreviations

AIANZ	Aviation Industry Association of New Zealand
AMC	AIRCARE™ Management Committee
CAA	Civil Aviation Authority of New Zealand
CAR	Civil Aviation Rules
CEO	Chief Executive Officer/Owner/Manager
CPD	Continuing Professional Development
DGPS	Differential Global Positioning System
EO	Executive Officer
FQC	Fertiliser Quality Council
GIS	Geographical Information System
HSWA	Health and Safety in the Workplace Act
IAW	In Accordance With
NZAAA	New Zealand Agricultural Aviation Association (AIANZ division)
NZAET	New Zealand Agricultural Education Trust
PC	Personal Computer
R & D	Research and Development
RMA	Resource Management Act 1991 and amendments
SOP	Standard Operating Procedure
TALO	Take Off and Landing Area (Helicopters)

1.5 Definitions

AIRCARE™	A brand owned by AIANZ
Accreditation	Confirmation that an organisation has demonstrated compliance with selected rules and standards. For the purposes of AIRCARE™ accreditation the rules and standards are those that appear or are referred to in this manual, the associated codes of practice and their appendices.
Aircraft	Fixed wing aeroplanes and helicopters.
Amenity Values	Those natural or physical qualities and characteristics of an area that contribute to people's appreciation of its pleasantness, aesthetic coherence, and cultural and recreational attributes.
Approved Pattern Tester	A person approved by the Fertiliser Quality Council to carry out spread pattern testing of agricultural aircraft according to Spreadmark standards.
AIRCARE™ Management Committee	AIRCARE™ Management Committee being a sub-committee of the AIANZ Council.
Controlled	A document that is dated and can be tracked.
Hazard	Something that has the potential to cause harm to a person, loss of or damage to equipment, property, the environment or cause a reduction in the ability to perform a prescribed function.
Occurrence	Any unplanned safety related event, including accidents and incidents that could impact the safety of guests, passengers, contractors, organisation personnel, equipment, property or the environment. In this manual whilst occurrences involving flight safety and HSW are referred to as occurrences or incidents, those relating to environmental safety are called events.
Operating Base	Site under the control of the Operator and used on a more or less continuous basis in connection with the direct delivery of aviation services. This includes any sites separate from aeronautical activities where chemicals for

	aerial application are stored under the control of the Operator.
Operator	An aviation company that is participating in the AIRCARE™ Programme.
Part 137 organisation	CAA certificated agricultural aviation organisation
Quality Assurance (Quality Management)	The process of verifying or determining whether products or services meet or exceed customer expectations
Risk	The effect of uncertainty on objectives.
Safety	The state in which the possibility of harm to persons, property or the environment is reduced to and maintained at or below a level through a continuing process of hazard identification and safety risk management.

1.6 Document control

This manual shall be made available in electronic format as a .pdf document. Manual holders shall keep at least one copy in either electronic or printed format.

The AIRCARE™ Accreditation Rules is a controlled document that is managed by the AIRCARE™ Management Committee. Changes shall only be permitted by the substitution of pages authorised by the AIRCARE™ Management Committee and distributed to manual holders electronically in .pdf format. All manual holders, irrespective of whether their manual is kept in printed or electronic format, shall keep a record of amendments.

Each amendment action shall be recorded on the page titled **1.2 Record of amendments** and the **1.3 List of affected pages** changed to reflect the issue dates of the new pages.

All other manuals and standards that form part of the AIRCARE™ Accreditation Programme shall also be controlled documents.

1.7 Scope

This manual specifies the requirements for the AIRCARE™ Accreditation Programme. AIRCARE™ requires compliance with one or both codes of practice that have been adopted. Each of these codes is a set of performance standards. Those codes currently include:

- NZS8409 Management of Agrichemicals (Growsafe® current issue)
- Spreadmark Code of Practice – Aerial

The manual is intended to be used by Part 137 aviation organisations who are members of the Aviation Industry Association of NZ. However, organisations who are not members of AIANZ may have access to the AIRCARE™ codes and accreditation processes in certain circumstances. These are detailed in **2.2 Access to accreditation processes for non-members of AIANZ**.

1.8 NZ legislation

The AIRCARE™ Programme is intended to facilitate compliance with RMA environmental regulations and associated regional and district rules.

The principles laid out in this manual or any of the codes of practice do not replace, repeal or override any laws (including statutes, regulations and rules), contractual common or otherwise that may be in force from time to time, nor do they prejudice any other remedies available to any party at common law.

Organisations need to have robust methods to ensure that they become aware of changes in laws and the effects that those changes may have on their operations.

1.9 Compliance

For the purposes of this manual the word “shall” refers to practices that are mandatory for compliance and the word “should” refers to practices that are advised, recommended or are industry best practice.

1.10 Referenced documents

- [Resource Management Act 1991 including the RM Amendment Act 2009](#)
- [Civil Aviation Rule Part 137 Agricultural Aircraft Operations](#)

1 Foreword

Aviation organisations in New Zealand are facing mounting pressure to improve their safety and environmental performance. This pressure is coming from not only the public through the regulators, but from the customers as well.

Aviation practices have come under the spotlight for the impact they have on the environment. This pressure has led to and continues to lead to various pieces of legislation that require aviation organisations to properly manage their safety and environmental impact. Several industry workshops have identified that environmental issues pose a significant threat to continued aircraft operations.

Consumer and political pressure in our export markets are leading to ever stricter standards, standards that New Zealand is required to comply with in order to access international markets.

This programme provides the opportunity for aviation organisations to demonstrate their safety and environmental responsibility. By participating in the AIRCARE™ Accreditation Programme they will be playing their part in protecting the environment and their industry for now and for future generations. The codes of practice that make up this programme are accepted as industry best practice guidelines.

The principles laid out in this manual or any of the codes of practice do not replace, repeal or override any laws, contractual common or otherwise that may be in force, from time to time, nor do they prejudice any other remedies available to any party at common law.

2 Rules for AIRCARE™ accreditation

2.1 Requirements and responsibilities initial issue

To be AIRCARE™ Accredited an organisation shall:

- 1 Be a paid-up financial member of the AIANZ. Non-member organisations may apply for accreditation as specified in Section **2.2 Access to accreditation processes for non-members of AIANZ**
- 2 Own an up-to-date copy of this manual complete with the applicable standards and Codes of Practice
- 3 Have attained NZCAR Part 100 certification.
- 4 Provide a Statutory Declaration that the organisation is not currently being investigated or facing disciplinary action for any alleged malpractice in respect of environmental non-compliance
- 5 Agree in writing to be bound by the rules for the time being of the AIANZ, to agree to the terms and conditions of these Accreditation Rules which will be incorporated into the terms of a contract between the AIANZ and the applicant, and to operate IAW the rules and standards detailed in these rules, applicable codes of practice and their appendices and to abide by any decision brought upon that organisation by the AIANZ, and to promptly pay all subscriptions, levies and audit fees struck from time to time by the AIANZ
- 6 Demonstrate to an independent auditor a satisfactory level of compliance with the rules and standards in the applicable codes of practice and their appendices
- 7 Provide evidence (copies) to an independent auditor that statistical returns required by CAA have been completed and forwarded to CAA for collation

2.2 Access to accreditation processes for non-members of AIANZ

The AIANZ recognises that it is desirable that all aviation businesses belong to the AIANZ, however there are some businesses who wish to have access to certain codes and the associated accreditation processes without becoming members of this organisation.

In these circumstances businesses shall pay the non-member rates for access to the accreditation process.

2.3 Accreditation process

Any organisation seeking to apply for AIRCARE™ accreditation shall apply to the EO of the NZAAA on the form shown at Annex A. The organisation shall be invoiced by the

independent auditor for time and expenses, in accordance with their terms and conditions.

In making the assessment of an organisation the independent auditor is required to use a checklist that has been approved by the NZAET and/or the FQC. This checklist shall be made available to the candidate upon request. If any findings are raised at this initial audit, the applicant organisation must address the findings IAW with the applicable programme requirements.

Following the audit the recommendation by the independent auditor shall be forwarded to the NZAET, and/or FQC and the NZAAA EO in the first instance. The NZAAA EO shall issue the AIRCARE™ certificate on receipt of the Growsafe® accreditation and/or Spreadmark accreditation certificates.

2.4 Avoidance of conflict of interest

No member of any committee considering an application for accreditation, renewal, withdrawal or withholding of any such certificate shall consider any application where they: -

- 1 are a business competitor domiciled within a radius of 150 km of the applicant's base(s), or
- 2 subject to (3) below, have a current business relationship of any type with the applicant that has not been formally declared and is accepted as not being inappropriate by every member of the committee, or
- 3 have had any type or form of previous relationship with the applicant, which in the opinion of not less than one quarter of the committee considering the application, is of such significance that it should disqualify that person from exercising any decision making or recommendatory power in that particular application.

2.5 Certificate issue

The EO of the NZAAA shall issue each successful applicant for accreditation with an AIRCARE™ accreditation certificate. Subject to these terms and conditions, accreditation will continue until the expiry date referenced on the certificate. The certificate shall detail the types of activity that the accreditation covers. This certificate shall be valid for one year from date of issue in the case of initial accreditation or a period of up to three years upon the recommendation of the auditor for subsequent renewals, provided that the certificate is not withdrawn or cancelled earlier by the AIANZ. Note that this does not prevent the AIANZ Council withdrawing accreditation as a disciplinary measure as detailed in Section 6.

The successful applicant must not alter, modify, deface or destroy the certificate. Subject to these terms and conditions, the successful applicant may publicise the fact that accreditation has been granted and use the certificate as evidence of accreditation. The successful applicant may copy the certificate provided that each copy is clearly identified as a copy. The original and any copies of the certificate shall remain the property of the AIANZ and shall be returned immediately if requested by the AIANZ or if accreditation is withdrawn or suspended. The certificate does not imply that any accreditation is approved by any Government or other Authority.

2.6 Conditions for use of the AIRCARE™ brand

The CEO shall grant the successful applicant (who is a member of AIANZ) rights under licence to use the AIRCARE™ logo, this being the trademark brand belonging to the AIANZ. The brand can be used to publicise accreditation. An accredited organisation may use the brand to have its aircraft, support vehicles, hangars, website and stationery printed with the logo.

The successful applicant must not:

- a) engage in any conduct which might mislead, deceive or confuse any person in relation to; or
- b) otherwise misrepresent the nature, status, scope or effect of its accreditation by the AIANZ

In the event accreditation lapses or is suspended, withdrawn or cancelled, all advertising using the brand shall be removed forthwith, and in any event within five business days of the lapse or withdrawal. Failure to carry out this requirement shall involve the organisation in enforcement proceedings.

An organisation that has not successfully completed the accreditation process detailed here may not use the AIRCARE™ logo under any circumstances.

2.7 AIRCARE™ Management Committee responsibilities

The AIRCARE™ Management Committee (AMC) should comprise the President of the AIANZ, the Chair of the NZAAA and the EO of the NZAAA. The AMC shall appoint its own Chairman. The AIRCARE™ Management Committee's role is to:

- 1 Manage the risks that the AIRCARE™ programme brings to the AIANZ and its members
- 2 Have oversight of the AIRCARE™ programme
- 3 Authorise amendments to this manual
- 4 Approve audit checklists
- 5 Authorise temporary approvals IAW Section 2.1.8

- 6 Receive auditor's recommendations
- 7 Access audit information provided it is required for an investigation IAW Section 10.1
- 8 Assess company ownership changes and continued AIRCARE™ status IAW Section 5.
- 9 Liaise with the NZAET and the FQC. Assess Event Notifications that are received by the AIANZ IAW Section 10.1
- 10 Appoint Investigation Committees IAW Section 10.2
- 11 Assess investigation reports and take recommendations to council in respect of investigations.
- 12 Consider accreditation term extensions when appropriate.

3 Audits

Audits of the AIRCARE™ programme are carried out only by independent auditors appointed by the NZAET and the FQC under the terms and conditions of the agreement(s) between those parties.

In the circumstances where a standard or this manual is amended after a field audit has been carried out but before accreditation has been awarded, the organisation undergoing audit shall comply with the version that was operative at the time of their audit. In the case of organisations having multiple bases, the auditor shall arrange the audit programme so that all operating bases are audited at the discretion of the auditor(s).

4 Action in the event accreditation certificate is withheld

If the applicant company is refused accreditation by the NZAET and/or the FQC, the applicant may re-apply for accreditation once the shortcomings have been addressed IAW with the terms and conditions of the NZAET and/or the FQC.

5 Organisation change of ownership, and other changes

Where an AIRCARE™ Accredited organisation sells or disposes of all or part of the operation, the new owners shall make application to the AIRCARE™ Management Committee for the accreditation to continue until the due date for renewal. In considering this application the AIRCARE™ Management Committee shall liaise with the NZAET and/or the FQC and consider the following:

- Personnel changes, including the senior persons, in the new organisation
- Advice from the AIRCARE™ Auditor
- Any factual information relevant to the change in ownership status

In the event that the AIRCARE™ Management Committee decision is to decline accreditation, the new organisation shall be requested to apply for re-issue of AIRCARE™ accreditation.

Where an AIRCARE™ Accredited organisation purchases another organisation, unless that organisation was already accredited, the overall organisation must satisfy the AIRCARE™ Management Committee, the NZAET and/or the FQC that the new combined organisation meets the standards required to hold accreditation. At the discretion of the AIRCARE™ Management Committee, the NZAET and/or the FQC, the organisation may be required to undergo another audit at its own expense to establish the compliance of the new combined operation. It is not the intent of this programme to disrupt business continuity in any way and accordingly it is highly recommended that when businesses are to change hands that the AIRCARE™ Management Committee is kept abreast of developments in a timely fashion.

The applicant must promptly inform the AIANZ of any change in its operations or structure or premises or facilities or service that is likely to substantially or materially affect its accreditation. Dependent on these changes, the AIANZ, in consultation with the NZAET and/or the FQC will determine whether another audit is required and will notify the applicant of its decision.

6 Action in the event accreditation certificate is withdrawn or suspended

The only body that can withdraw an organisation's accreditation certificate is the AIANZ Council on the advice of the Investigating Committee appointed by the AIRCARE™ Management Committee, the NZAET and/or the FQC. In reaching the decision to withdraw a certificate consideration will be given to the following:

- a) Recommendations from the NZAET and/or the FQC
- b) The organisation's past event history
- c) The quantity of services provided as determined from the organisation's statistical returns
- d) The severity of the event or combination of events that bring the organisation's certificate under review as determined by an onsite investigation
- e) The degree of negligence (if any) shown by the organisation as determined by industry best practice

- f) The actions the organisation takes to rectify any third-party damage caused by its actions in both the event under review and all earlier events (if any) as determined by the investigation which, in this respect, shall include testimony from both the organisation and those affected by its actions

The AIANZ may suspend the Accredited Operator's accreditation with immediate effect by giving notice to the Accredited Operator, if the AIANZ, the NZAET and/or the FQC reasonably believes that accreditation is no longer appropriate. If the successful applicant's accreditation is suspended:

- a) The AIANZ must, within 30 days of notifying the applicant of the suspension, provide the Accredited Operator information outlining the steps that need to be taken by the Accredited Operator to enable the suspension to be lifted;
- b) the Accredited Operator must immediately take all steps necessary to enable the suspension of its accreditation to be lifted; and
- c) the Accredited Operator must take all steps reasonably required by the AIANZ to prevent the public being misled or otherwise harmed.

If the AIANZ, the NZAET and/or the FQC is satisfied with the remedial action taken by the applicant, the AIANZ may lift the suspension of accreditation by notifying the Accredited Operator.

The AIANZ may cancel any Accredited Operator's accreditation with immediate effect by giving notice to the Accredited Operator if its accreditation has remained suspended for a period of more than 90 days.

If any Accredited Operator's accreditation expires or is cancelled the relevant Accredited Operator must immediately:

- i. cease using any certificate licensed in connection with the accreditation;
- ii. withdraw from public display and return to the AIANZ, as required by the AIANZ, the original and all copies of the certificate;
- iii. cease all advertising, promotions or other publication of the fact of accreditation;
- iv. take any steps reasonably required by the AIANZ to notify staff, customers and suppliers of the expiry or cancellation of the accreditation;
- v. take steps to re-paint or redecorate signage or other parts of the Accredited Operator's premises and promotional and advertising media to remove the references to accreditation; and
- vi. stop using the AIANZ confidential information and, at the AIANZ's request, return to AIANZ, or destroy and certify in writing to the AIANZ the destruction of, all the AIANZ confidential information, and take all other necessary steps to ensure that

third parties are not misled to believe that the accreditation has not expired or been cancelled or withdrawn.

Following any suspension to the organisation's accreditation certificate the affected organisation has the right to re-apply for accreditation.

7 Appointment of auditors

8 Standards

The standards that have been adopted by the AIRCARE™ Management Committee and to which this manual refers are:

- 1 NZS8409:2021 Management of Agrichemicals (Growsafe®)
- 2 Spreadmark Code of Practice – Aerial

9 Events

9.1 Event Notification

AIRCARE™ accredited organisations shall report to the EO of the NZAAA any occurrence where a deviation from an AIRCARE™ code of practice has led to an investigation by a regulator.

Note that these are not usually the same incidents as an organisation report to CAA under CAR Part 12. Those are incidents where flight safety has or might have been compromised whereas the ones required by this section are when environmental safety has or might have been compromised. A few examples of reportable incidents are:

- Suspected or alleged chemical trespass
- A suspected non-consented discharge into water

On receipt of this notification, or if it is notified by a third party, the NZAAA EO shall communicate with the AIRCARE™ Management Committee, the NZAET and/or the FQC whose responsibility it is to decide whether or not to mount an investigation.

Events may also be reported to the AIANZ by regulators, and other industry organisations and third parties. This manual does not imply that environmental safety should take precedence over flight safety.

9.2 Investigating Committee

When appointing an Investigating Committee, the AIRCARE™ Management Committee shall appoint persons including the NZAAA EO, an NZAET representative and/or an FQC representative who shall carry out the investigation for which they have been selected. In selecting these persons, consideration shall be given to avoid any conflict of interest, and the selection is to include persons who have expertise in the type of activity giving rise to the event. Any Investigating Committee established shall report to the AIRCARE™ Management Committee, the NZAET and/or the FQC who make a final determination.

The Investigative Committee has the power to co-opt specialists (e.g. pilots, chemical, and health experts to assist as necessary). Any such person co-opted shall have the right to speak and discuss the topic, but unless he or she is also a committee member, a person so co-opted, shall have no right to exercise a vote.

The organisation that is being investigated is required to meet the direct costs of the investigation. Typically, this will involve paying for travel, accommodation and the fees and disbursements of any specialists that are utilised.

Each Investigative Committee shall, on its first meeting, elect a Chairman. Following consideration of the material placed before it by any person who has a proper interest in the proceedings, and the organisation or its representative, the Investigative Committee recommends: -

- 1 No action be taken; or
- 2 A formal written warning be issued; or
- 3 Recommend withdrawing the organisation's AIRCARE™ accreditation under these provisions.

The NZAAA EO, or the NZAET and/or the FQC (whichever is applicable) shall notify the subject organisation of the decision and the reasons for that decision in writing within two weeks of the investigation being completed.

9.3 Appeal rights

Any organisation dissatisfied with the decision may, within ten working days of receipt of the written decision, by letter addressed to the AIANZ President, request that it be heard in front of the AIANZ Council. That hearing shall normally be held at the next regular AIANZ Council Meeting. The organisation may represent itself at the hearing or appear by agent or council. Any other person may, at the request of the AIANZ Council, also attend, but shall have no right to vote.

9.4 Hearings

Subject to the law of New Zealand, the AIANZ Council and any Committee of the AIANZ may regulate its meeting and hearings procedures in such a manner as it thinks fit.

10 Liability and litigation

The AIANZ is required to hold an insurance cover to protect itself, the elective committees and the investigative committees against any legal action which might arise as a consequence of carrying out the provisions of this manual.

Accredited Operators should maintain the following insurance cover:

- \$1 million public liability insurance
- \$1 million fire suppression insurance (under Forest & Rural Fires Act 1977); and
- \$500,000 statutory liability insurance.

11 NZAAA Division specific section

11.1 Initial issue of accreditation

To be AIRCARE™ accredited in agricultural operations an organisation shall:

1. Satisfy the requirements in Section 2.1
2. Demonstrate to an Independent Auditor that base(s) meet the environmental standards as detailed in the relevant codes of practice (See 4 below).
3. Provide evidence to an Independent Auditor that Chemical Liability Insurance to the value of at least \$250,000 is held and that Public Liability Insurance of at least \$5,000,000 is held.
4. Hold Growsafe® accreditation / Spreadmark Aerial certification. Note; organisations may choose to be either Growsafe® or Spreadmark accredited, or both.

11.2 Flight safety and third-party risk

In October 2002 the incumbent Director of Civil Aviation wrote to the NZAAA and detailed conditions for protecting the interests of third parties when agricultural operations were taking place in the proximity of dwellings. The NZAAA has adopted these conditions as industry best practice and organisations shall abide by them. The letter reads:

“The following details the manner in which agricultural operations may take place in non-congested areas. For the purpose of agricultural operations, a non-congested area is a non-populous area.

It is recognised that agricultural operations under 500’ should not compromise the safety of persons or property on the ground and that where possible, operations in the vicinity of dwellings should be avoided.

It is also recognised that agricultural aircraft may, from time to time, be required to operate in close proximity to dwellings. Such activities are permitted in accordance with CAR Part 137.63 provided no hazard is created to persons or property on the ground.

The following are guidelines to permit agricultural operations to take place in close proximity to dwellings in a manner that does not create a hazard to persons or property on the ground.

- a) *CAR Part 137.63 must be complied with, and*
- b) *The aircraft maintains a minimum height over the dwelling of 100 feet, and*
- c) *The angle of bank does not exceed 20 degrees whilst in the proximity of the dwelling, and*
- d) *The minimum speed to be maintained is 1.4Vs. in the case of aeroplanes and translational flight in the case of helicopters, and*

e) *The dwelling can be avoided in the case of engine failure.*

Notwithstanding the above, agricultural operations should be conducted so as to create a minimum of disturbance to persons on the ground (e.g. noise, drift). Where it is necessary to work in close proximity to dwellings it is highly recommended that the occupants are notified of that intention.

The forgoing recognises the intensive training that a pilot must undergo to qualify as an agricultural pilot.”

11.3 Warranty

All agricultural work carried out by AIRCARE™ Accredited Agricultural Organisations shall carry a guarantee covering flying performance. The effectiveness of herbicides, insecticides, fungicides, fertilisers and all products applied by an organisation are expressly excluded from this warranty unless it can be shown beyond reasonable doubt that the standard of application was the sole cause for the ineffectiveness of the product. This warranty covers the cost of re-application of the material only. Organisations are not responsible for replacing products applied.

The organisation shall resolve any disputes arising from this clause in the first instance. If the organisation is unable to resolve the dispute it shall advise the client of the existence of the conciliation facilities provided by the NZAAA.

In the event the NZAAA is asked to conciliate in a dispute between an accredited organisation and a client, the Chairman of NZAAA shall arrange for two members of the NZAAA Executive Committee, assisted by an external consultant or advisor to investigate the complaint/dispute and to resolve the matter either directly with the client concerned or through an agent whom the client appoints. If resolution is not possible, then the parties agree the matter is to be determined by a majority decision of the NZAAA Executive Committee, whose decision in the matter shall be final and binding

Where any warranty work is to be carried out, the organisation's liability shall not exceed the cost of re-application.

The cost of the NZAAA conciliation shall be met by the organisation involved.

11.4 Equipment

No AIRCARE™ accredited agricultural organisation shall operate an aircraft which does not meet the maintenance requirements determined by Civil Aviation Rules in force at the time, neither shall ground support vehicles be operated unless they comply with the requirements of the Land Transport Safety Authority, and all other mandatory legal requirements.

In respect to calibration and pattern distribution, each AIRCARE™ accredited agricultural organisation must be able to deliver on demand, a certified graph showing the distribution pattern of all of its distribution equipment currently in use.

If called upon to do so, operators need to provide evidence that spreading equipment remains unchanged from the time it was originally pattern tested.

When an organisation utilises more than one identical piece of spreading equipment, the pattern testing requirements can be met by testing just one item

11.5 Airstrips and helipads

It is the responsibility of each AIRCARE™ accredited organisation to ensure that airstrips and helipads used by its aircraft meet the minimum requirements as detailed in Annex 1. In carrying out this requirement, it may choose to delegate the responsibility to its pilots.

11.6 Annex NZAAA 1 - Airstrips and helipad standards

The following standards should apply to all airstrips used by AIRCARE™ accredited organisations whilst operating single engine agricultural aircraft. Refer also to Best Practice Guideline “[Farm Airstrips and Associated Fertiliser Cartage, Storage and Application](#)”.

11.6.1 Length

An airstrip must be sufficiently long to permit the type of aircraft using it to be able to be in controlled flight at the threshold under the following conditions: -

- a) The aircraft is carrying its full legal load permitted under CAR Part 137
- b) The aircraft is carrying fuel for 1.5 hours
- c) Nil wind conditions
- d) International Standard Atmosphere (ISA) conditions

11.6.2 Slope

Maximum slope shall not exceed 1 in 5 (20%).

11.6.3 Width

The minimum width of the runway itself should be not less than 15 metres.

11.6.4 Side clearances

The desired airstrip width is 40 metres with a minimum of 30 metres if terrain or other obstacles make 40 metres unobtainable. The whole of the defined area of the airstrip should be suitably prepared for the needs of the aircraft that are expected to use it.

For the purposes of this requirement the side clearances may be sloped from the edge of the runway to a maximum slope of 1 in 10 (10%).

11.6.5 End Clearance

11.6.5.1 Take-off

The take-off path shall be unobstructed at a gradient of 1 in 30 (3.3%) No fence shall be in the take-off path for a distance of 185 metres from the end of the strip.

11.6.5.2 Landing

As far as is practicable, the overshoot area of the strip shall be unobstructed by the fertiliser bin or any other structure.

11.6.6 Surface

Airstrip surfaces shall be smooth over the full area. The definition of smooth is that the airstrip is capable of being driven over in a motorcar at 80 kph in reasonable comfort.

11.6.7 Loading area

The minimum loading area shall be 40 metres square, sloped to shed water away from the airstrip. The surface should be hard and smooth.

The loading area shall be secured against unwanted stock and visitors. Signs warning of loading operations shall be displayed at the end of the airstrip access road whilst the airstrip is in use.

11.6.8 Fencing

The airstrip and loading area shall be completely fenced so that stock can be reliably excluded. If the airstrip is contained within a larger well fenced paddock the area must be free of places where stock can be obscured from the pilot's view. e.g. gullies, bush etc. This will permit a reliable aerial inspection to determine that no stock is present in the paddock.

Any fence situated at the take-off end of the airstrip shall be placed so that the top wire of the fence is at least one metre below the airstrip surface.

11.6.9 Fertiliser bins

The main requirement for any solid fertiliser storage facility used is to keep the fertiliser in a free-flowing condition. Avoidance of the fertiliser becoming wet or otherwise contaminated with foreign material is paramount. The facility should also be designed such that the fertiliser can be extracted using the conventional loading buckets currently in use.

The minimum design features of such a facility include:

- Water/weatherproof (i.e. with a tarpaulin, roof and doors/shutters)
- Concrete floor which includes a damp course to prevent moisture entry
- A barrier at the facility entrance to prevent stock from entering

Further recommended features:

- Concrete walls or equivalent structures that prevent moisture entry and are structurally suitable to contain the fertiliser while being loaded with current bucket loaders
- A recommended bin width of 5.5m – (to suit the dimensions of commonly used loading equipment)

11.6.10 Access tracks

The slope, surface and camber of the access track to the airstrip shall be suitable for the safe carriage of a four-axle truck, either empty or fully loaded.

11.6.11 Wind indicator

A reliable wind indicator shall be erected when the airstrip is in use. Ideally, this wind indicator shall be positioned mid-way along the airstrip unless local knowledge suggests a better position. In any event the wind indicator must be able to indicate the direction and strength of the wind to a pilot during the take-off and approach phases of flight.

11.6.12 Airstrip report

In order to maintain the standards detailed in this part of the Manual and to assist in the application of the HSWA Act, where a hazard has been identified, an airstrip and bin report form is to be prepared by the pilot and driver and submitted to the airstrip owner on the completion of each job. This form, a copy of which appears overleaf shall be completed in ink and in duplicate and the organisation is responsible to hold the duplicate copies on file at the organisation's base.

11.7 Annex NZAAA 1A – Airstrip risk checks

Date:	Airfield Owner/ Occupier Name:
Pilot Name:	Loader Name:
Aircraft Type:	Aircraft Reg:
Airstrip Position:	Job Number:

Item Checked	OK	NOT OK
Comments		
Runway approach/take-off paths safe		
Runway length/slope satisfactory		
Runway width satisfactory		
Runway surface satisfactory		
Braking action satisfactory		
Wind Indicator satisfactory		
Fencing/obstacle/wire clearance satisfactory		
Weather satisfactory for the contract job		
Load Checks		
Aircraft load – adjusted for conditions		
Material flow checks satisfactory		
Job Hazard Briefs		
Runway hazard brief from owner received		
Job hazard brief received from Principal		

Pilot Signature _____

Date/Time _____

Hand to loader/driver for retention.

Loader/driver to file with the Organisation's Quality Manager or other delegated person on return to home base.

11.8 Helipads

The following standards should apply to all helipads used by NZAAA accredited organisations whilst operating either turbine or piston engine helicopters on aerial agricultural operations.

11.8.1 Dimensions

11.8.1.1

TALO shall be large enough to accommodate at least 75% of the helicopter skids along the helicopter's longitudinal axis and wide enough to accommodate the skids. In the case of helicopters with wheeled undercarriages, the TALO shall be a minimum area of 120% of the dimensions of the helicopter's undercarriage in both longitudinal and lateral axis provided that the helicopter is fitted with wheel brakes, and they are used.

11.8.1.2

The helipad shall be a minimum diameter of 150% of the helicopter's overall length.

11.8.1.3

Helicopter operators are not required to document the unlicensed helipads they use

11.8.2 Slope

The maximum slope in any direction shall not exceed 1 in 10 (10% or 9 degrees) unless the helicopter flight manual specifies less in which case the maximum slope specified in the flight manual shall be complied with.

12 The NZAAA EO responsibilities

The NZAAA EO is required to fulfil the administrative role in running this accreditation programme. Those responsibilities are:

- 1 Ensure the AIRCARE™ accreditation manual is available and revised as appropriate, complete with the appendices.
- 2 Ensuring a register of accredited operators is maintained.
- 3 Ensure applicants for AIRCARE™ accreditation have signed the application for Growsafe® and/or Spreadmark accreditation.
- 4 Ensure that the application fees have been paid.
- 5 Promptly advise the auditor(s) of applications for accreditation.
- 6 When the NZAET and/or the FQC confirms that an organisation has achieved accreditation, promptly issue that organisation with a certificate of accreditation for the appropriate categories.
- 7 Promptly advise the AIRCARE™ Management Committee, the NZAET and/or the FQC when events are notified.
- 8 Promptly notify affected organisations of any decisions in respect of an investigation.
- 9 Ensuring that accredited organisations are notified within one month of accreditation expiry that they have lost accreditation privileges and status and pass this information to the AIRCARE™ Management Committee, the NZAET and/or the FQC.
- 10 Ensure that all information on organisations' AIRCARE™ accreditation status is kept up to date.

Annexes

Annex A – Accreditation Agreement Form

This agreement between _____

in this document called “the Applicant”

AND

The 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 AIRCARE™ Accreditation Rules
3. This agreement is in addition to agreements entered into with the NZAET and/or the FQC.
4. The Applicant consents to the AIANZ CEO or delegates making such inquiries as the AIANZ believes necessary from any person or agency, for the purposes of this application and the continuing provision of accreditation status to the Applicant.
5. In consideration for the application for accreditation, the Applicant hereby agrees: -
 - a) If an AIANZ 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 AIRCARE™ Accreditation Rules as amended from time to time;
 - c) To accept as final and binding, any decision taken in relation to accreditation;
 - d) To promptly pay all subscriptions and fees lawfully imposed by the AIANZ.
6. The Applicant acknowledges and agrees that AIRCARE™ Accreditation Programme, and AIRCARE™ Accreditation Rules 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 AIRCARE™ Accreditation Rules have been prepared and are 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 AIANZ, 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 AIRCARE™ Accreditation Programme, for any purpose;
 - b) arising in any way out of the AIRCARE™ Accreditation Rules, 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 the AIANZ, 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.
7. The Applicant for the AIRCARE™ Accreditation Programme indemnifies the AIANZ its officers, employees and contractors, from and against all losses, costs, claims, damages and expenses that the AIANZ may sustain or incur as a result, whether directly or indirectly, of:
- a) any failure by the Applicant to adhere to the standards required in order to enable the applicant to achieve accreditation;
 - b) any failure of the Applicant to adhere to the terms and conditions in the AIRCARE™ Accreditation Programme or the AIRCARE™ Accreditation Rules; and
 - c) 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.
8. The Applicant acknowledges and agrees that the AIANZ excludes from the AIRCARE™ Accreditation Rules 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.
9. The Applicant acknowledges and agrees that no part of the AIRCARE™ Accreditation Rules, 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 AIRCARE™ Accreditation Rules 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 AIRCARE™ Accreditation Rules or otherwise with the written permission of the AIANZ. All rights to the AIRCARE™ Accreditation Rules are reserved to the AIANZ. The Applicant acknowledges that:
- a) the AIANZ is the owner of the copyright, know-how and other intellectual property rights in the AIRCARE™ Accreditation Rules, the AIRCARE™ Accreditation Programme and associated documentation; and

- b) no right, title or interest in the AIRCARE™ Accreditation Rules 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 AIANZ CEO.

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

AIRCARE™ – Environmental – Discharges – Growsafe®	
AIRCARE™ – Environmental – Discharges – Spreadmark Aerial	

Please provide evidence (copy of certificates) if you are Growsafe® or Spreadmark accredited.

Please provide a Statutory Declaration that the organisation is not currently being investigated or facing disciplinary action for any alleged malpractice in respect of environmental non-compliance.

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 the AIANZ's AIRCARE™ Accreditation Programme, and then administering the relationships with the successful applicants.

The Applicant:

- authorises the AIANZ 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 the AIANZ declining an application, or granting an application subject to conditions that were not included in the initial application;
- authorises the AIANZ 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 the AIANZ 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 AIANZ, will result in a legally binding contract between us incorporating the terms and conditions of this Accreditation Agreement and the AIRCARE™ Accreditation Rules.

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 the AIANZ if there are any changes in the particulars I/ we have provided in this application form
- I / we have read and understood the terms and conditions of this application form (including those terms and conditions concerning privacy and personal information)

Signed by Applicant (in person):

OR

as duly authorised agent of*:

* Where applicant is a company, partnership, or other legal entity, signatory to indicate in which capacity signed.

Witness:

Name in Block Letters:

Address:

Occupation:

Date:

Accepted

Name:

Title:

New Zealand Aviation Industry Association of New Zealand Incorporated

PO Box 2096, Wellington

Date:
