

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:
