

Definitions:

- Agreement:** The order, record and agreement between the User and the Applicator to apply Agrichemical.
- Agrichemical:** Any substance, whether inorganic or organic, man-made or naturally occurring, modified or in its natural state, that is used in any agriculture, horticulture, or related activity to eradicate, modify or control flora and fauna (and includes animal remedies).
- Applicator:** Helicopters Hawkes Bay (2006) Ltd. Trading as Helicopters Hawkes Bay and/or Helispray Hawkes Bay for all helicopter services provided and not only limited to aerial application.
- Best Practical Option:** The best method for preventing or minimising adverse effects on the environment having regard to:
a) The nature of the discharge and the sensitivity of the receiving environment to adverse effects and,
b) The financial implication and effects on the environment of that option compared to others, and
c) Technical knowledge and the likelihood that the option can be successfully applied.
- Contract Price:** The Applicators cost to apply Agrichemical.
- Due Date:** The 20th day of the month following the date of the Applicators invoice.
- Information:** The information contained in the Agreement.
- Land:** The area where Agrichemical is to be applied.
- Pilot:** The person in command of the aircraft spraying Agrichemical.
- Re-Entry Period:** The recommended elapsed time for re-admission onto the Land where Agrichemical has been applied, without wearing suitable protective equipment.
- Rule 137:** The requirements of Civil Aviation for commercial aircraft operation.
- The Act:** The Resource Management Act 1991 and any amendments.
- The Standard:** New Zealand Standard 8409:2004 and any amendments.
- User:** The owner and /or user of the Land.

Background:

1. The User has:
 - 1.1. After consideration of the Best Practical Option decided to apply Agrichemical to the Land by aerial application,
 - 1.2. had regard to, applied and carried out the requirements of the Act and the Standard,
 - 1.3. consulted with the Applicator on the identification and minimising of potential hazards of spray drift,
 - 1.4. Confirmed with the Applicator contingency plans for accidents, complaints, and (disposal of containers/excess Agrichemical).
2. The Applicator has been requested by the User to apply Agrichemical to the Land by aerial application.
3. The User and the Applicator acknowledge the Pilot has the ultimate right to halt aerial application of Agrichemical if spray drift becomes a hazard outside the target site on the Land.

Applicator Acknowledgment

4. The Applicator confirms it:
 - 4.1. Holds a GROWSAFE accreditation, an agricultural rating and has complied with Rule 137,
 - 4.2. Shall follow the directions of the User to ensure that the accurate application of Agrichemical within the target site on the Land is maintained and potential hazards minimized.
 - 4.3. Will only apply agrichemical in accordance with the standard.
5. The Pilot shall hold a GROWSAFE accreditation and an Agrichemical rating pursuant to Rule 137.

User Acknowledgment

6. The User confirms compliance with the Act and the Standard, and:
 - 6.1. The decision to use Agrichemical on the Land by aerial application has included the identification and minimising of potential hazards,
 - 6.2. All reasonable steps to ensure the accurate application and containment of the Agrichemical within the target site on the Land have been taken,
 - 6.3. A spray logbook is maintained and up to date,
 - 6.4. A written property spray plan/protocol has been prepared and details of the spray plan published when necessary in the local newspaper and notified to all persons who could be affected by Agrichemical application,
 - 6.5. Signs are in place to advise that Agrichemical application is being and/or has been carried out and will remain in place for the Re-Entry Period for the Agrichemical used.
7. By following the directions of the User the Applicator shall not be liable for (and the User indemnifies the Applicator against) any claim for damages howsoever arising from the application of Agrichemical.
8. The User or a duly authorized agent shall be present on the Land prior to and during application of Agrichemical.
9. The Applicator reserves the right to refuse to apply any particular agrichemical if for any reason The Applicator deems it unsafe to do so. In such circumstances I acknowledge that neither the Applicator nor its pilot shall be liable for any loss suffered.

Contract Price

10. The Applicator is usually able to advise the Contract Price or an indication of the Contract Price as an estimate.
11. Any estimate will be subject to conditions and Area covered or time taken, notified by the Applicator to the User at the time the estimate is given. If notified/anticipated conditions are not, or cannot be met, the Applicator will be entitled to increase the Contract Price above the estimated amount.
12. The Applicator will finalize the invoice subject to the actual Area covered or time taken.

Payment

13. The User shall pay the Applicator the Contract Price by the Due Date without deduction and no payment shall be withheld for any reason.
14. If payment is not made on the Due Date the User shall pay:
 - 14.1. Liquidated damages on the Contract Price as interest at the rate of 2.5% per month calculated daily from the Due Date (and at the discretion of the Applicator compounded monthly together with the Contract Price at the end of each month of default) and continuing to accrue in the same manner before and after judgment.
 - 14.2. All expenses, legal costs and collection commissions incurred by the Applicator in taking any steps to recover the Contract Price.

Privacy Act 1993

15. The User and the Guarantor/s (if separate to the User) authorises the Applicator to collect, retain and use any information about the User and/or Guarantors, for the purpose of:
 - 15.1. Assessing and administering the Agreement between the User and the Applicator
 - 15.2. Marketing goods and services provided by the Applicator and carrying out market research by and on behalf of the Applicator.
 - 15.3. Assessing the User's and/or Guarantors credit worthiness
16. The Applicator is also authorised by the User to disclose information about the User and/or Guarantors, whether collected by the Applicator from the User and/or Guarantors directly or obtained by the Applicator from any other source, to any other third party including a credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the User and/or Guarantors.
17. The User and/or Guarantors shall have the right to request the Applicator for a copy of the information about the User and/or Guarantors retained by the Applicator and the right to request the Supplier to correct any incorrect information about the User and/or Guarantors held by the Applicator.
18. Where the User and/or Guarantors are an individual the authorities under clause 15 are authorities or consents for the purposes of the Privacy Act 1993.