



## **TERMS & CONDITIONS for USE of AERODROME:**

By Using the Airport (operating an aircraft below 500 feet AGL at or above Te Kuiti Aerodrome\*) you are agreeing to all of our Terms & Conditions (Ts&Cs) of use. These Ts&Cs are to be read in conjunction with the Airport Landing Plate found in the AIP Vol 4. Terms and Conditions are subject to change without notice. These Ts&Cs supersede previous documents which previously covered these situations.

For ALL Aircraft using Te Kuiti Aerodrome (TKA):

- You agree to provide adequate public liability and third party insurance for your operations.
- It is the Pilot(s) responsibility to determine suitability for their intended operations.
- Aircraft must be fitted with a serviceable air communication radio.
- Landing fees are payable and determined by the rate card available on the airport website.
- Landing fees will be invoiced. Late payments will incur admin charges.
- The Registered Operator as defined by the active CAA Aircraft Register is liable for all Aerodrome charges, unless prior arrangement has been made with the aerodrome management.
- Aircraft must not cause noise of a pitch or intensity likely to cause disturbance to neighbours.
- TKA reserves the right to move aircraft for operational reasons.
- The Aircraft and all Pilots operating and people maintaining it must have CAA approved certification for the type of activity being carried out. It is your responsibility to enforce this.
- You are responsible for complying with all rules and standards required by the CAA, OSH, local bodies, and other organisations which have authority to set rules.

- You accept full responsible for your own actions and safety and those of other people you allow to use your aircraft or who come onto the airport as your guest or at your invitation.
- You agree to indemnify us against any claims that arise as a consequence of the aircraft being operated from the airfield even if caused by our negligence.
- If you cause a problem for us or others, we will tell you about it. If you do not fix the problem and we consider it serious, we retain the right to restrict your use of the airfield without explanation.
- If we cause you a problem, you must tell us about it. We are running a business and you are a valued customer so we will fix it if we can do so without affecting our ability to meet the needs of others.
- TKA reserves the right to use any or all of the following methods for data collection and to determine responsibility for aerodrome charges: available documentation; transcriptions or recordings of radio transmissions involving the aircraft; first person accounts of aircraft activity; video or photographic evidence of aircraft activity.
- Data collected may also be used for Search and Rescue, management and planning functions.
- TKA reserves the right to engage 3<sup>rd</sup> party agents for the collection of aerodrome data and charges.

\* Pursuant to CAA rule CAR 91.311(c) an aircraft is not permitted to fly below 500ft (outside of a designated Low Flying Area) except for the purpose of conducting a take-off or landing which may be balked or discontinued. Therefore, any such flight over TKA is only made lawful by the availability of TKA facilities and constitutes "Using the Airport".