

PHL means Precision Helicopters Limited.

Buyer means the corporation, association, trust, company, partnership or individual buying the services and / or products from PHL.

Products and/or **Services** mean the products and/or services being purchased by the Buyer from PHL.

Contract means the contract between PHL and the Buyer for the purchase of services and products.

Date of the contract means where the contract arises from a booking with PHL from the Buyer:

1. the date of acceptance of the order by PHL; or
2. where a contract arises from a quotation given by PHL, the date upon written notification of acceptance of the quotation is received by PHL.

Contract price means the price of goods or services as agreed between the Buyer and PHL.

QUOTATIONS

The Buyer may request a quotation from PHL setting out the price and quantity of the services and products to be supplied. If the quotation is acceptable to the Buyer, the Buyer may place an order within 30 days.

ACCEPTANCE

If any instruction is received by PHL from the Buyer for the supply of services and / or products, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

TERMS AND CONDITIONS

These terms and conditions and any subsequent terms and conditions issued by PHL shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

PAYMENT

The Buyer must pay the full invoiced amount within the terms stated on the invoice. PHL will charge interest on an unpaid amount at the rate of 30% per annum. PHL may also recover from the Buyer any collection costs, revenue recovery costs, legal fees, or other costs incurred relating to late payment, dishonoured payment or non-payment of PHL's invoices.

GOVERNING LAWS

These Terms and Conditions of Trade will be interpreted in accordance with New Zealand law and applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the services and/or products, or these Terms and Conditions of Trade.

WARRANTY

PHL warrants that it will make good any defects in the services or products provided, if written notice of the claim is received by the Company within seven days from the date the services were delivered.

LIABILITY

PHL shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of PHL's obligations under the contract, including any cancellation of the contract or any negligence on the part of the PHL, its servants, agents or contractors, nor shall PHL be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify PHL against any claim by any such person. Because of insurance restrictions, PHL cannot provide chemical recommendations. This must come from the manufacturer or their agent.

PASSENGER TRANSPORT CANCELLATION POLICY

The booking of services provided by PHL is a contract between PHL and the Buyer. PHL will provide the services and products described and agreed. The Buyer undertakes to pay for the services or goods unless it has been cancelled by the Buyer in accordance with the following cancellation policy.

Policy for individuals:

If cancelled more than 48 hours before the booked date and time, there is no charge.

If cancelled within the 48 hours of the booked date and time, there will be a charge of 50% of the booking fee. In cases where the deposit does not cover the actual loss incurred, PHL reserves the right to issue an invoice for the balance.

If cancelled within 24 hours or the Buyer fails to arrive for the booking, the Buyer will be liable for the full booking cost. In cases where the deposit does not cover the actual loss incurred, PHL reserves the right to issue an invoice for the balance.

Policy for groups greater than four people:

If cancelled more than one week before the booking date and time, there is no charge.

If cancelled within less than one week of the booking date and time, there will be a charge of 50% of the booking fee. In cases where the deposit does not cover the actual loss incurred, PHL reserves the right to issue an invoice for the balance.

If cancelled within 48 hours or the Buyer fails to arrive for the booking, the Buyer will be liable for the full booking cost. In cases where the deposit does not cover the actual loss incurred, PHL reserves the right to issue an invoice for the balance.

In all situations described above, where a deposit has not been paid and credit card details have not been issued, PHL reserves the right to issue an invoice for the appropriate amount.

Without prejudice to any other remedies PHL may have, if at any time the Buyer is in breach of any obligation stated in these Terms and Conditions of Trade (including those relating to payment), PHL may suspend or terminate the supply of services or products to the Buyer and any of its other obligations under the terms and conditions. PHL will not be liable to the Buyer for any loss or damage the Buyer suffers because PHL exercised its rights under this clause.
