

**A E R I A L A G R I C U L T U R A L
A S S O C I A T I O N O F A U S T R A L I A L T D .**

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Agreement to terms and conditions

Standard Operations Manual for Aerial Application Operations Package

I,

being a Director or authorised representative of:

.....
(company name)

.....
ABN:

hereby agree to the following terms and conditions for the use of the Aerial Aerial Application Association of Australia's (AAAA's) Standard Operations Manual for Aerial Application Operations Package:

1. Any liability of the AAAA for breach of any provision of or term implied by Division 2 of Part V of the *Trade Practices Act 1974* (Commonwealth) or equivalent state legislation shall not exceed the resupply of the Standard Operations Manual Package.
2. In no event whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall the AAAA be liable for any special, consequential, incidental, exemplary, aggravated or penal damages or expenses including but not limited to loss of profit, goodwill, reliance loss, costs or claims by any parties. This warranty is exclusive of all other warranties or remedies whether written, oral, implied or statutory. Any and all implied warranties of merchantability, fitness for a particular purpose, course of dealing or usage of trade are hereby expressly disclaimed and excluded as allowable under the law.
3. In consideration of the AAAA, the Company listed above agrees to release and indemnify the AAAA, its officers, directors, agents, servants and employees from any and all liabilities, claims, demands or actions or causes of action whatsoever (including any liability imposed by the *Damage to Aircraft Act 1999*) arising out of any damage, loss or injury to the Company listed above or third parties due to aerial application or pre-application tasks whether such loss, damage or injury results from negligence of the AAAA, its officers, directors, agents, servants or employees or from some other cause.

4. The Company listed above represents and warrants that it was not induced to enter into this agreement by and did not rely on any representations or warranties made by the AAAA or the AAAA's servants or agents about the subject matter of this agreement. The Company listed above further acknowledges and warrants that these conditions are the whole agreement between the parties and may not be varied except in writing.
5. Upon signing of these terms and conditions the Company listed above warrants that they have authority to bind the corporate entity (if applicable) and also acknowledges that if the corporate entity cannot pay the costs of the Standard Operations Manual they will be personally liable for the costs.
6. The company listed above or its personnel will not seek to duplicate the manual or other associated materials or distribute them to other aerial application companies or operators or any other person without the express written permission of the AAAA.
7. The company listed above and its personnel agrees to abide by all directions regarding the use of the manual issued by AAAA, including those attached as Appendix 1.
8. The company listed above agrees to AAAA collecting, holding, using and releasing information on the company listed above and its manual to other parties as AAAA deems necessary.
9. The company listed above and its personnel agree to only amend the manual in accordance with the amendment processes described in the manual and which are attached to this agreement as Appendix 1.
10. The company agrees to pay the required amount for the package, as detailed in the attached schedule of fees as Appendix 2.
11. Purchase of the package will entitle the company to 12 months of support from AAAA in terms of any updates or changes to the manual negotiated with CASA. Any major new edition of the manual will be subject to a new agreement.

Signed on behalf of the Company:

.....
 Director or Authorised Representative of the Company

.....
 Date

.....
 Position

APPENDIX 1

1. History and Aim of this Manual

This Standard Operations Manual for Aerial Application Operations has been jointly developed by the Civil Aviation Safety Authority (CASA) and the Aerial Agricultural Association of Australia (AAAA).

Its aim is to assist the aerial application industry and CASA in better managing operations manuals and the standardisation of practices across the industry, thereby maintaining and promoting safe practices and minimising costs.

It is intended for the standard operations manual to be updated on an 'as required basis'. All holders of the standards operations manual for aerial application will be advised of the availability of new editions of the manual.

2. How the Standard Operations Manual for Aerial Application Operations Works

The Standard Operations Manual for Aerial Application Operations will be made up of a number of different parts that will ensure the authenticity and currency of manuals held by AAAA, CASA and operators:

- a) **Certificate of Authenticity** - every manual will be accompanied by a Certificate of Authenticity issued by AAAA. A copy of this Certificate, which will detail the manual's serial number and the name and contact details of the operator to whom it was issued, will be required to be sent to CASA by the operator upon application for a new AOC or lodgement of the Standard Operations Manual for Aerial Application Operations with CASA for any other reason.

The manual itself will not have to be sent to CASA. CASA will already hold copies of the current Standard Operations Manual for Aerial Application Operations issued directly from AAAA.

- b) **Standard Operations Manual for Aerial Application Operations** - the manual itself will be sent to the operator purchasing it from AAAA, along with the Certificate of Authenticity.

The manual will *not* have to be lodged with CASA by the operator, as CASA will already hold copies of the current approved manual. The manual will be held by the operator in accordance with the requirements of the manual itself and any other relevant CASA requirements.

The manual will need to be updated from time to time to take account of relevant changes in regulations or practices. Operators holding a Standard Operations Manual for Aerial Application Operations will be advised of the availability of new editions of the manual by AAAA.

CASA will use the current Standard Operations Manual for Aerial Application Operations that it will hold for the purposes of approving AOC applications, auditing operators and related purposes.

- c) **Schedule of Differences** - As this is a *standard* manual and aerial application operations can vary significantly in scope, complexity and size, the Standard Operations Manual for Aerial Application Operations must be accompanied by a *Schedule of Differences* that clearly outlines any areas where the aerial application operations concerned will vary from the operations required by the Standard Operations Manual for Aerial Application Operations.

To assist operators, AAAA will provide with the manual a *standard* Schedule of Differences that will highlight for operators the most common areas where differences may occur. It will still be the operator's responsibility to review the manual and identify any differences between the standard manual and their operations, and include such differences in the Schedule of Differences.

The Schedule of Differences, duly amended by the operator, will be submitted to CASA along with a copy of the certificate of authenticity and will form an integral part of the Standard Operations Manual for Aerial Application Operations.

- d) **Employees Handbook** - While not an 'official' part of the Standard Operations Manual for Aerial Application Operations, AAAA will provide as part of the Standard Operations Manual for Aerial Application Operations package, an Employees Handbook that will cover many of the issues involving employees that are not within the jurisdiction of CASA.

The Employees Handbook will *not* form part of the package that can be audited or used by CASA for any other purposes.

3. Security

The manual will feature a number of security measures to prevent its unauthorised copying or amendment. These will include:

- An individual serial number for each manual that will be specific to the particular operator holding that manual and which will appear on each page of the manual.
- Details of which manual has been issued to which operator will be held by AAAA and will be available to CASA.
- CASA will confirm with AAAA which serial numbered manual has been issued to which operator upon receipt of a request from an operator for recognition that they are using the Standard Operations Manual for Aerial Application Operations.

- CASA will hold master copies of the current Standard Operations Manual for Aerial Application Operations issued direct to CASA from AAAA. CASA will use the current Standard Operations Manual for Aerial Application Operations that it will hold for the purposes of assessing AOC applications, auditing operators and related purposes.

4. New Editions, Amendments and Operator Changes

From time to time it will be necessary to amend the Standard Operations Manual for Aerial Application Operations to take account of relevant changes in regulations or practices.

- a) Any changes to the Standard Operations Manual for Aerial Application Operations will be negotiated between AAAA and CASA.
- b) Operators holding a current Standard Operations Manual for Aerial Application Operations will be advised of the availability of new or amended editions of the manual by AAAA. An 'amendment service' as is available with some CASA and operational documents will not be available. However, when any changes are made to the Standard Operations Manual for Aerial Application Operations, complete new editions will be available and operators advised accordingly.
- c) Operators will ensure that processes in the Company are documented in either the Operations Manual, the Schedule of Differences attached to this manual, or the Company's Employee Handbook. The processes in the Schedule of Differences are to be amended if they are found to be deficient and the amended version lodged with CASA.
- d) If deficiencies are found in the Operations Manual, then the operator is to report these to AAAA for inclusion in a new edition of the Standard Operations Manual for Aerial Application Operations, or note any amendments in a revised Schedule of Differences and lodge that with CASA.
- e) Any deficiencies in the Employees' Handbook can be amended directly by the Operator, but amendments should be passed on to AAAA for inclusion in revised editions of the Employees' Handbook.
- f) Any operators wanting to negotiate direct with CASA for significant changes (i.e. major changes that have fundamental departures in addition to the standard Schedule of Differences) to a Standard Operations Manual for Aerial Application Operations will be able to do so, but at that point, that operations manual will cease to be recognised as the AAAA Standard Operations Manual for Aerial Application Operations as agreed with CASA and will be subject to the normal CASA processes.

5. Terms and Conditions

The purchase and use of the manual will be subject to those terms and conditions required by AAAA. Operators will have to sign-off on the terms and conditions at time of purchase. These terms include an indemnity against AAAA for any actions arising out of use of the Standard Operations Manual for Aerial Application Operations, or of any actions by CASA.

6. Privacy

Details of which manual has been issued to which operator will be held by AAAA and will be available to CASA. A condition of purchase of the manual from AAAA is agreement by the operator concerned that these details will be accessible by CASA.

APPENDIX 2

Schedule of Fees for Purchase of the CASA Part 137 Compliant AAAA Standard Operations Manual for Aerial Application Operations

Purchaser Categories	Cost
If purchaser of a previous edition of the AAAA SOM	\$1,100 (GST inclusive)
If a financial member of AAAA at 12/3/07	\$3,850 (GST inclusive)
If a pilot member of AAAA for the preceding three years as at 12/3/07, wanting to transition to an operator member	\$5,170 (GST inclusive)
If not a member of AAAA at 12/3/07	\$6,600 (GST inclusive)
If not a member of AAAA and after 31/1/08	\$8,800 (GST inclusive)

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