

AS355 Twin Squirrel

Heli Twin Squirrel-1 Limited

Helicopter Rules

1 Use of Helicopter

- 1.1 The Helicopter's prime purpose is for the personal and recreational use of the Shareholders and their accompanying guests. Any use for commercial purposes is prohibited. The decision to use the Helicopter remains the responsibility of the Shareholder at all times.
- 1.2 Each time the Helicopter is used, a qualified pilot who is acceptable to the Manager, must be operating the Helicopter. If a Shareholder is a qualified pilot, and the Manager deems them to have sufficient experience and skill, the Shareholder may themselves operate the Helicopter. In the event that a Shareholder is permitted to pilot the Helicopter, the Manager shall determine how and where the Helicopter may be used by the Shareholder.
- 1.3 The Manager will arrange a qualified pilot to operate the Helicopter for Shareholders, with the cost of the pilot an Additional Service Charge charged to Heli Twin Squirrel in respect of that Shareholder's flight (in accordance with the Management Agreement and Shareholders' Agreement), with the Shareholder responsible for payment of that Additional Service Charge.
- 1.4 When using the Helicopter, Shareholders and their guests must:
 - a Operate the Helicopter within the aircraft limits that apply to the Helicopter.
 - b Comply with all of the pilot's instructions.
 - c Lock the Helicopter when grounded.
 - d Lock and tie the blades down when the Helicopter is out of the Shareholder's sight.
 - e Notify the Manager of any defects as soon as these are detected.
 - f Only consumer alcohol onboard in a responsible manner and at the pilot's discretion.
 - g Ensure they clean up after any pets, who will only be allowed onboard at the pilot's discretion.
 - h If carrying firearms onboard, have a permit/licence for the firearm, follow all applicable firearm rules, and store all ammunition separately from the firearm.
 - i Return the Helicopter to the Hangar if the Shareholder is piloting the Helicopter themselves (if the Manager supplies the pilot, the Manager will return the Helicopter to the Hangar during Normal Business Hours). If the Manager is required to return the Helicopter to the Hangar either due to the Shareholder piloting the Helicopter themselves or it being outside of Normal Business Hours, this will be an Additional Service for which an Additional Service Charge will be incurred in accordance with the Management Agreement.
- 1.5 Shareholders and their guests are not permitted to:
 - a Interfere with the Helicopter or any of its equipment while grounded or inflight.
 - b Consume excessive amounts of alcohol while onboard the Helicopter, and the pilot must not consume any alcohol.
 - c Attempt repairs or additions to the Helicopter.

d Access the Hangar outside of Normal Business Hours.

- 1.6 Prior to approaching and boarding the Helicopter, the pilot must carry out a safety briefing with the Shareholder and their guests.

2 Who may use Helicopter

- 2.1 The principal users of the Helicopter will be the Shareholders, their spouse or de facto partner, their children, and their guests while a Shareholder is on board. Only a Shareholder's spouse or de factor partner or children may use the Helicopter without the Shareholder being onboard. All other guests may only be onboard while the Shareholder is. Shareholders may temporarily absent themselves from the Helicopter during their use of the Helicopter but must be on board while the Helicopter is in motion.

3 Compliance and indemnity

- 3.1 Shareholders and their guests must operate the Helicopter in compliance with the laws, rules and regulations imposed by the Civil Aviation Authority and any relevant airways and airports, and these Helicopter Rules, and indemnify Heli Twin Squirrel, the other Shareholders and the Manager from any penalty, damage or cost resulting from a breach of such laws, rules and regulations and the Helicopter Rules. The Manager adheres to, and is certified by, the Civil Aviation Authority of New Zealand. All operations and activities must be undertaken within the Civil Aviation Authority rules and regulations. Any operation outside of these rules is the responsibility of the Shareholder, and none of the Manager, Helico Limited or any related entity assumes any responsibility for any issues arising from any non-adherence to the rules or regulations.
- 3.2 Shareholders undertake to return the Helicopter in a tidy condition, with all rubbish removed. Subject to clause 3.3, upon return, the Helicopter will be cleaned by the pilot (when the Manager arranges the pilot). If the Shareholder is piloting the Helicopter themselves, the Helicopter must be cleaned after each use (and daily if being used for consecutive days).
- 3.3 If the Helicopter has been exposed to a corrosive environment, the Manager will require an additional clean, and will provide this as an Additional Service, which will incur an Additional Service Charge that the Shareholder will be responsible for.
- 3.4 All personal effects must be removed from the Helicopter at the end of the use of the Helicopter by a Shareholder or Shareholder's guest.
- 3.5 No Shareholder may use the Helicopter while a default exists in the making of any payment due to the Manager. While the Shareholder is in default, the Manager may allow other Shareholders and guests to use the Helicopter during the defaulting Shareholder's time allocation.

4 Manager's powers to prohibit Helicopter operation

- 4.1 The Manager may, in its sole discretion, prohibit a Shareholder from boarding and operating the Helicopter where:
- a The Manager determines it is not safe to do so, including (but not limited to) where there are adverse weather conditions or forecasts which are likely to make flying unsafe.

- b The Shareholder has outstanding payments due to the Manager.
- c The Manager determines the Shareholder is not acting responsibly.
- d There are maintenance or security issues with the Helicopter.

5 Allocation of time for use

- 5.1 Each Share shall entitle the Shareholder to 84 Helicopter Days confirmed use of the Helicopter, subject to availability and under the following conditions:
- a The confirmed use entitlement shall be divided into 57 Off Peak Days use and 27 Peak Days use per year, spread evenly across the following three trimester periods:
 - i Spring into summer
1 August – 31 November;
 - ii Summer into autumn
1 December – 31 March; and
 - iii Winter
1 April – 31 July,with Shareholders being entitled to 19 Off Peak Days and 9 Peak Days in each trimester.
 - b The Helicopter shall only be flown during the day, between MCT and ECT as defined by AIP New Zealand GEN 2.7 Daylight Tables.
 - c Any booking cancellation must be received by the Manager prior to 4pm on the previous day. Any cancellation request received after this time will result in a forfeiture of the day or day's use.
 - d A booking in any trimester shall be for no more than seven consecutive Peak Days or 10 consecutive Off Peak Days.
- 5.2 Subject to clause 5.4, use of the Helicopter will be allocated to Shareholders in intervals of one Helicopter Day. On each Helicopter Day, the Helicopter must be either returned to the Hangar unless an alternative time and/or place has been agreed to by the Manager.
- 5.3 The Manager will be required to carry out the booking and allocation process on behalf of the Shareholders, in accordance with the Management Agreement.
- 5.4 Shareholders may, subject to the approval of the Manager, request consecutive allocated Helicopter Days and take the Helicopter for overnight use provided the Manager has endorsed the Shareholder's competency for such use.
- 5.5 Shareholders must notify the Manager of the time they intend to commence their Helicopter Day's use. On return the Shareholder is responsible for ensuring that all shutdown procedures as laid out in the Helicopter's operating procedures manual are complied with, and the Helicopter is returned to the Hangar as set out in clause 1.4i.
- 5.6 If a Shareholder does not use their annual time allocation for any reason, that Shareholder's entitlement to use the Helicopter for that interval will lapse and will not accrue or be carried over to the following year.

- 5.7 In the event that a Shareholder's booking becomes unavailable due to maintenance or repair requirements, or adverse or unfavourable weather, the Shareholder may choose an alternative Helicopter Day (normally reserved for maintenance or contingency) subject to availability.
- 5.8 In the event that a Shareholder is unable to use their allocated booking, the Manager will endeavour to secure an alternate date, subject to availability, provided at least 48 hours' notice is given to the Manager by the Shareholder, or in the event of unfavourable weather or other unforeseen emergencies, provided notice is given to the Manager by 9.00am.

6 Insurance, damage and indemnity

- 6.1 Insurance (arranged by the Manager) will be obtained and maintained by Heli Twin Squirrel in respect of damage to the Helicopter and third-party property and personal injury liability.
- 6.2 The Shareholders authorise the Manager to claim and recover any amounts payable under an insurance policy.
- 6.3 As set out in the Shareholders' Agreement, each Shareholder must pay to Heli Twin Squirrel the amount of the insurance premium (for insurance of the Helicopter to be arranged by the Manager) proportionate to the number of Shares held by them, with the Insurance Premium Charge payable by a Shareholder variable depending on factors specific to an individual Shareholder, including that Shareholder's flight experience and whether a Shareholder will pilot the Helicopter themselves or use an experienced pilot arranged by the Manager. If an insurance claim is made in respect of damage or other loss caused by a Shareholder who has themselves piloted the Helicopter, that Shareholder will pay the excess associated with that claim. For other claims, the excess will be payable by each Shareholder in proportion to the number of Shares held by them. In addition, each Shareholder is individually responsible for payment of their proportionate share of any non-insured Helicopter or equipment loss or damage costs, or any guest or third-party claims incurred during any Helicopter Day that the Helicopter is in the Shareholder's or his or her guest's care. As set out in the Shareholders' Agreement, each Shareholder must pay to Heli Twin Squirrel.
- 6.4 For the avoidance of doubt, to the extent that the Manager claims and recovers any amount payable under an insurance policy where:
- a The Shareholder or the Shareholder's guest operating the Helicopter was affected by intoxicating liquor and/or drug(s); and/or
 - b The loss or damage was caused by a Shareholder or a Shareholder's guest and resulted from damage caused by that Shareholder or their guest's reckless acts or wilful misconduct,

Heli Twin Squirrel and/or the insurer has the right to recover from the responsible Shareholder the loss or damage to the Helicopter.

- 6.5 Each Shareholder indemnifies each of the other Shareholders, Heli Twin Squirrel and the Manager from any action or claim that arises from such Shareholder's reckless use of the Helicopter, wilful misconduct, or operating the Helicopter while intoxicated with liquor and/or drugs, or from a breach of any applicable law, rule or regulation or these Helicopter Rules while the Helicopter is in such Shareholder's or such Shareholder's guest's care.

- 6.6 Shareholders will be liable for any repairs and additional maintenance which is directly attributable to a lack of reasonable care on the part of any person on board during that use period, which is noted by the Manager after their use of the Helicopter.
- 6.7 For the purpose of clauses 6.3, 6.5 and 6.6 the cost of damage, loss, claim and repair is to be determined by the Manager or the Helicopter insurer (as the case may be) in its sole discretion and may include (but is not limited to):
- a. The cost of repairs to the Helicopter or the market value of the Helicopter at the time of the loss, whichever is the lesser.
 - b. Recovery, storage and appraisal fees.
 - c. An administration fee determined by the Manager.
 - d. A per Helicopter Day cost for Helicopter downtime.
 - e. Any other cost or fee incurred or as determined by the Manager.

7 Access to Hangar

- 7.1 Shareholders may access the Hangar on the days for which they have a booking to use the Helicopter, and also on other days within business hours (8am-5pm). Outside of these days and times, Shareholders will require the Manager's permission to access the Hangar.

8 GPS tracking

- 8.1 A log of the Helicopter's use will be tracked via Eye in the Sky GPS tracking (and/or similar GPS units), and stored for the Manager's review each time the Helicopter is used. The Eye in the Sky will also provide audio, video and data recording of the cockpit.

9 On board consumables

- 9.1 Shareholders and approved guests must bring their own food, drink, clothing and personal effects and remove these at the end of the trip.

10 Fuel and oil expense

- 10.1 The pilot will request from the Manager the amount of fuel required for the flight having liaised with the Shareholder. In the event that the Helicopter requires refuelling, this will be an Additional Service Charge incurred by the Shareholder who is using the Helicopter.

11 Shareholders' direct expenses

- 11.1 Each Shareholder who uses the Helicopter will be responsible for any breakages or damage arising from reckless or negligent behaviour and/or which are not covered by insurance, plus any insurance excess in insurable claim circumstances, which occur during the usage of the Helicopter by such Shareholder.

12 Claims and proceedings

- 12.1 Where the use of the Helicopter by a Shareholder or a Shareholder's accompanying guest results in any claim, accident, damage or loss, such Shareholder must ensure that the Shareholder:
- a Promptly reports such incidents in writing to the Manager and the relevant authorities;
 - b Does not, without the written consent of the Manager and Heli Twin Squirrel, make any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
 - c Permits Heli Twin Squirrel or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party; and
 - d Completes and furnishes within a reasonable time any statements, information or assistance which Heli Twin Squirrel or the Manager may request and, if requested, appear at Court to give evidence.
- 12.2 Heli Twin Squirrel and the Manager are not and will not be liable to any person, and each Shareholder (or if a Shareholder is not an individual, the individual who controls or each of the individuals who control such Shareholder) indemnifies both Heli Twin Squirrel and the Manager from any and all claims, actions, or any property claims resulting from loss or damage to property stolen from the Helicopter or otherwise lost during the contracted time, or to any property left onboard the Helicopter after its return.

13 Miscellaneous provisions

- 13.1 No smoking (including vaping) is permitted at any time inside the Helicopter or the Hangar.
- 13.2 In the event that an item is damaged, lost or fails to operate while the Helicopter is in the possession of a Shareholder or Shareholder's guest, then such Shareholder and such Shareholder's guest are required to notify the Manager and Heli Twin Squirrel as soon as possible.
- 13.3 Should a Shareholder or Shareholder's guest require the assistance of any emergency service or other assistance, such assistance is to be contracted directly with the particular service and paid for by the Shareholder.

14 Glossary

In these Helicopter Rules, unless the context otherwise requires:

Hangar means the hangar at the North Shore Airport;

Helicopter means the Helicopter owned by Heli Twin Squirrel;

Helicopter Day means a day during which a Shareholder may use the Helicopter being (unless otherwise agreed in accordance with these Helicopter Rules) the period between MCT and ECT as defined by AIP New Zealand GEN 2.7 Daylight Tables;

Helicopter Rules means these rules as may be amended by the Manager from time to time in accordance with the Management Agreement;

Heli Twin Squirrel means Heli Twin Squirrel-1 Limited;

Management Agreement means the management agreement between Heli Twin Squirrel and the Manager in respect of the Helicopter;

Manager means Orbit Helicopters or such other person appointed to provide management and administrative services in respect of the Helicopter;

Normal Business Hours means Monday to Friday, between 8am-5pm;

Off-Peak Day means any day that is not a Peak Day;

Peak Day means any Saturday, Sunday or Public Holiday;

Public Holiday means any New Zealand public holiday and any day designated as a public holiday by the Manager;

Shares means shares in the capital of Heli Twin Squirrel;

Shareholder means a holder of Shares and “**Shareholders**” means all of the holders of Shares;

Working Days means any day from Monday to Friday of each week, but excludes Public Holidays.