

BATHURST AERO CLUB AIRCRAFT HIRE AGREEMENT AND CONDITIONS

Overview

This agreement is to be completed by all pilots who wish to fly any of the aircraft owned or operated by the Bathurst Aero Club as pilot in command or as pilot under supervision.

Flight as specified above, **is not permitted** until the hirer:

1. has fully completed and signed this agreement,
2. has read and agrees to have understood the terms and conditions of this agreement and those conditions attached to this agreement,
3. is a member of the Bathurst Aero Club and
4. has had this agreement checked and accepted by an authorised member of Bathurst Aero Club.

Signing this agreement is an acknowledgement of having read and agreed to it.

This hire agreement will remain in force until such time as the committee approves any changes to it.

This form does not replace or counter any of the mandatory requirements established by CASA, the Australian Civil Aviation Safety Authority, for flying aircraft owned or operated by Bathurst Aero Club Ltd, all of which are assumed to be accepted and adhered to by the signer. In some cases this agreement extends the mandatory CASA requirements and in some cases reminds hirers of them.

Personal Details

Today's date:

Your name:

Address:

Aviation Registration Number (ARN):

Licence type:

Additional ratings and endorsements which relate to the club's current aircraft:

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Your signature:

Authorisation

Please return this form to the office of the Bathurst Aero Club. All information contained on it will remain confidential. You shall update the information if it changes.

Received and checked by:

Date:

Conditions for Hire of the Aircraft

These conditions must be read and are assumed to be understood by all pilots who wish to fly any of the aircraft owned or operated by the Bathurst Aero Club as pilot in command or as pilot under supervision.

Flight in any aircraft owned or operated by Bathurst Aero Club **is not permitted** until the person has read and accepted these conditions. Signing the agreement is an acknowledgement of having read and agreed to these conditions.

Agreement termination

Bathurst Aero Club may terminate this agreement at any time and without notice to the hirer if Bathurst Aero Club Ltd considers that the hirer has breached any of its terms and conditions. Any delay in terminating this agreement cannot be considered a waiver of the Bathurst Aero Club Ltd's right to terminate the agreement.

If Bathurst Aero Club Ltd terminates the agreement the hirer acknowledges and agrees that Bathurst Aero Club is entitled to retain all monies paid to the Bathurst Aero Club Ltd for the hire of the aircraft.

Warranty

Except to the extent that any condition and/or warranty implied or created by law cannot be waived, modified or excluded, the hirer acknowledges and agrees that Bathurst Aero Club creates, states or makes no warranty in relation to the aircraft or to the use of the aircraft by the hirer.

Indemnification.

The hirer acknowledges and agrees to release and indemnify Bathurst Aero Club against all claims by the hirer and/or any third party claiming in the name of under or through the hirer for any and all damages and/or loss arising from any and all malfunction, defect, breakdown, unserviceability, accident and/or crash of the aircraft provided such event is demonstrably due to the actions or omissions of the hirer.

Information

In the event of any claim, action, suit, injunction and/or litigation brought against Bathurst Aero Club arising from the use of the aircraft by the hirer, the hirer agrees to and undertakes to provide Bathurst Aero Club Ltd any and all witnesses' statements, information and assistance as Bathurst Aero Club Ltd and its representatives may require.

Currency.

To fly Bathurst Aero Club Ltd's aircraft the hirer must be current. To be current, the hirer must have...

1. done 3 take offs and landings in VH-BAC or in an aircraft of similar class, design and operation to VH-BAC in the last 60 days, or
2. be a GA flying instructor, or
3. be deemed to be current by Bathurst Aero Club Ltd.

In all cases above, currency will be assessed by an approved pilot or pilots appointed by the Board at the Bathurst Aero Club Ltd.

Club membership.

The hirer must be a current financial flying member of Bathurst Aero Club Ltd.

CASA rules adherence.

The hirer certifies that he or she will comply with all rules and understandings mandated by CASA.

Reminder of CASA rules for flight.

All rules specified by CASA for undertaking a flight in a GA aircraft apply to hirers of the Bathurst Aero Club's aircraft. In particular, hiring members are reminded of their obligation to comply in particular with the following CASA rules.

Maintenance release

The hirer will check that the maintenance release is currently legal and will remain so for the entire period of the flight.

Daily inspection

The hirer will on each day of the hire period, check the aircraft's airworthiness by carrying out a daily inspection of the aircraft and accessories according to the inspection requirements set out in the aircraft operating handbook.

Flight notification.

It is recommended that the hirer should submit a flight plan or leave a flight note with a responsible person for flights reaching more than 50 nautical miles from the departure aerodrome.

Documentation

The hirer will carry all required and relevant documents including their pilot licence, the aircraft maintenance release and flight manual. The hirer will carry all maps, charts, meteorological reports and NOTAMS legally required for the flight.

Limits

The hirer will operate the aircraft within the limits approved in the Flight Manual.

Reporting

The hirer agrees to report all accidents, major and minor, to Bathurst Aero Club Ltd at once, together with the names and addresses of witnesses and involved parties.

Smoking

The hirer acknowledges that neither smoking nor the carriage of any dangerous goods is permitted in the aircraft.

Others in control

The hirer will not allow any person, other than endorsed and suitably qualified flying members of Bathurst Aero Club Ltd to fly the aircraft.

Landing fields

The hirer will land the aircraft only at licensed or approved airports, except as a precautionary or emergency measure. Approval to land at other than licensed airports must be given by an approved pilot or pilots appointed by the Board of the Bathurst Aero Club Ltd.

Payment to the club

The hirer agrees to pay for any loss or damage to the aircraft or to other persons or property caused in whole or in part by failure to comply with these hire conditions.

The hirer agrees to pay for the aircraft hire in full at the agreed rate at the completion of the flight within the current billing month.

When the aircraft is hired on a wet hire basis, the hirer agrees that the cost of fuel purchased with funds other than with the aircraft fuel cards will be reimbursed at the current price on the bowser at Bathurst Aero Club Ltd premises. Any prior notice fees or fuel facility opening fees are to be paid for by the hirer.

The hirer will pay for all landing fees incurred during the period of hire. This includes fees from AVDATA etc., which may arrive at a later date.

Bathurst Aero Club Ltd reserves the right to recover the excess in the Insurance Policy (currently \$2000) for Bathurst Aero Club Ltd's Aircraft or any other aircraft operated by the Bathurst Aero Club Ltd, if in the opinion of the Committee the hirer was negligent.

Aircraft movement

The hirer will not move the aircraft in the event of an accident, unless expressly authorised to do so by Bathurst Aero Club Ltd.

Repairs

The hirer will not tamper with, interfere with, or attempt to repair the aircraft in the event of any malfunction in the aircraft, but will contact Bathurst Aero Club Ltd for instructions. The hirer further agrees to and hereby indemnifies and holds Bathurst Aero Club Ltd harmless of, from and against any and all loss, costs, damages and legal fees and/or liability in connection with the aforementioned conditions.

Aircraft return

The hirer will return the aircraft at the agreed time, weather and mechanical conditions permitting, and will return it in the same condition in which it was received, normal wear and tear excepted.

The hirer agrees to pay for the recovery of the aircraft at normal Bathurst Aero Club Ltd rates if it is not returned to base.

The hirer will return the aircraft in a clean and tidy condition to the Bathurst Aero Club Ltd hangar. The Committee reserves the right to charge a cleaning fee if this condition is not met.

Usage

The aircraft is to be used for private, business and pleasure flying and other normal flying school uses except ab-initio instruction. Ab-initio instruction may be carried out only when privately and specifically organised beforehand between Bathurst Aero Club Ltd and the holder of an approved Air Operator's Certificate. That is, the aircraft cannot be used for flight training pre-G.F.P.T or restricted licence level, unless specifically organised with the trainer and agreed to before use.

The aircraft will not be used for charter operations.

Exclusions

Aircraft owned or operated by Bathurst Aero Club Ltd may not be:

- used for racing, record attempts, aerobatics, speed trials, mustering, aerial seeding or fertilisation, dusting spraying, fish spotting or any other form of flying involving abnormal hazards;
- used for flying competitions unless run by and on-behalf of Bathurst Aero Club Ltd;
- used for training or licence and endorsement renewals with companies or instructors other than those with express permission of Bathurst Aero Club Ltd;
- used for experimenting with or testing new parts (other than replacements parts) new devices or new designs;
- left unattended in the open without taking reasonable precautions for its safety. For example, the aircraft is not to be left unattended without using tie-downs, a Pitot cover, chocks and bird-bungs.

Booking and hiring time spans

The aircraft must be booked before use.

If the aircraft is taken away for more than 1 day, it is expected that it will be flown for at least 1.5 hours per day on week days and 5 hours on weekends unless otherwise approved by the Board of the Bathurst Aero Club Ltd.

If a member books the aircraft for a short period and another member wants to hire the aircraft for a longer period at the same time, the second member may negotiate with the first member to explore the possibility of rescheduling the bookings. The first booking will always have priority, but the committee asks members to consider the economic benefits to Bathurst Aero Club Ltd of high aircraft utilisation rates, which helps to keep aircraft hire rates as low as possible.