

TERMS & CONDITIONS - AIRCRAFT HIRE AGREEMENT

This Agreement covers all aircraft currently online with the Canberra Aero Club (CAC). The aircraft are available for hire by financial members of the Canberra Aero Club or such other persons or organisations as agreed by the CAC.

Pilots wishing to undertake training (other than ab initio) or Flight Reviews must do so with an organisation having an appropriate AOC or with an independent ATO.

Different aircraft may have different recency and insurance requirements particularly in relation to pilot qualifications and command hours. Unless stated in this agreement, it is the intending hirer's responsibility to check on E-allocator for the requirements relating to specific aircraft.

The following conditions apply to all aircraft hirings from CAC and in signing this Agreement the hirer undertakes to abide by those conditions of hire.

The hirer agrees to:

- ◆ Observe all relevant requirements of the Civil Aviation Act, CARs, CASRs and CAOs as well as the Aviation Transport Security Act and ATSRs.
- ◆ Abide by the recency requirements for the aircraft as follows:
 - MUW : Satisfy CASA 90 day recency requirements for the carriage of persons and be familiar with the aircraft to be flown (familiarity briefing/flight can be provided by arrangement with Aircraft manager) or instructor check
 - FIM: 60 days recency on FIM or instructor check in FIM and a minimum of 175 total flight hours logged,
 - BXI: 90 days recency on Tobago TB10 or instructor check, or arrangement with Scott Lockhart
- ◆ Return the aircraft to Canberra Airport at the agreed time, weather permitting.
- ◆ Organise the return of the aircraft to Canberra Airport at the hirer's expense, if forced to leave it anywhere else for whatever reason other than mechanical malfunction which was not caused by the hirer.
- ◆ Contact CAC in the event of undue delay, deviation or other unexpected circumstance.
- ◆ Refrain from tampering with, attempting to repair or authorising any repair to the aircraft without the prior approval of CAC.
- ◆ Pay for any loss, damage or expense to the aircraft or arising from the aircraft's use by the hirer not covered by insurance, including any applicable insurance excess, except in the case of damage caused during an emergency landing that was not due to pilot error or negligence.
- ◆ Be responsible and pay for the return of the hirer and any passengers if the aircraft cannot be returned to Canberra Airport.

- ◆ Be responsible for and pay for all flight time on the aircraft while the aircraft is in the hirer's custody.
- ◆ Pay for all Airservices charges, landing, parking and other such fees or charges incurred while the aircraft is in the hirer's custody.
- ◆ Pay any difference between the fuel price paid by CAC at Canberra Airport and those incurred during the hirer's custody of the aircraft.
- ◆ Pay all costs due to the Canberra Aero Club within one (1) week of when they are incurred. Failure to make prompt payment will lead to the hirer not being able to hire Club aircraft again until such time as said payment is made.
- ◆ Report all incidents or accidents during the hirer's custody of the aircraft to CAC and provide copies of any reports made to any person or body in relation to such incidents or accidents to CAC.
- ◆ Clean the interior of the aircraft including if the hirer or passengers should fall ill while in the aircraft while it is in the hirer's custody.
- ◆ Ensure that all flight details are entered in the flight log and return the book and keys to the safe at the clubhouse.
- ◆ Secure the aircraft properly at the end of each flight including aircraft and pitot covers and control and throttle locks.

DECLARATION:

I,, agree to the above terms and conditions and certify that I am a financial member of CAC; hold a valid medical certificate; and meet all check flight, recency and aeroplane flight review requirements.

Signature Date