



CANBERRA AERO CLUB AIRCRAFT HIRE AGREEMENT AND CONDITIONS

ACN 008 389 946
ABN 28 008 389 946

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Overview

This agreement is to be completed by all pilots who wish to fly any of the aircraft owned or operated by the Canberra 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 the terms and conditions of this agreement and those conditions attached to this agreement,
3. is a flying member of the Canberra Aero Club and
4. has had this agreement checked and accepted by an authorised member of Canberra Aero Club.

Signing this agreement is an acknowledgement of having read and agreed to it (all seven pages). The member will advise the Club's membership officer of any change in his or her personal details.

This hire agreement will remain in force until such time as the Board of the Canberra Aero Club approves any changes to it.

This form does not replace or counter any of the mandatory requirements established by the Australian Civil Aviation Safety Authority (CASA) for flying aircraft owned or operated by Canberra Aero Club, 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

Name:

Address / email:

Aviation Registration Number (ARN):

Licence Type and ratings:

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Signature: Date:

Authorisation

Please return this form to the office of the Canberra 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 Canberra Aero Club as pilot in command or as pilot under supervision.

Flight in any aircraft operated by the Canberra 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

The Canberra Aero Club may terminate this agreement at any time and without notice to the hirer if the Canberra Aero Club 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 Canberra Aero Club's right to terminate the agreement.

If the Canberra Aero Club terminates the agreement the hirer acknowledges and agrees that the Canberra Aero Club is entitled to retain all monies paid to the Canberra Aero Club 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 the Canberra 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 the Canberra 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 the Canberra Aero Club arising from the use of the aircraft by the hirer, the hirer agrees to and undertakes to provide the Canberra Aero Club any and all witnesses' statements, information and assistance as the Canberra Aero Club and its representatives may require.

Currency

To fly Canberra Aero Club's aircraft the hirer must be current. To be current, the hirer must have:

1. done three take offs and landings in the relevant Canberra Aero Club aircraft (the aircraft) or in an aircraft of similar class, design and operation to the aircraft in the last 90 days, or
2. be a general aviation flying instructor; or
3. be deemed to be current by the Canberra Aero Club.

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

Club membership

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

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 general aviation aircraft apply to hirers of the Canberra Aero Club's aircraft. While all rules specified by CASA are mandatory, the following are some (non exhaustive) items commonly forgotten.

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

Flight plan lodgement is mandatory for departures from Canberra Airport except circuits or training area flights.

Documentation

The hirer will carry all required and relevant documents including the pilot licence, medical certificate, the aircraft maintenance release and flight manual. The hirer will carry all maps, charts, meteorological reports and NOTAMS legally required for the flight (which may be through the use of an electronic flight bag such as AvPlan or OzRunways).

Limits

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

Reporting

The hirer agrees to report all accidents and incidents, major and minor, to the Canberra Aero Club immediately, together with the names and addresses of witnesses and involved parties. This does not absolve the hirer for reporting such matters to the ATSB.

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 the Canberra Aero Club, to fly the aircraft.

Aerodromes

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

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 according to the method and terms advised on the Club's website at <https://www.canberra-aeroclub.com.au/payments>

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 Canberra Airport or receipted price whichever is the lesser. Any prior notice fees or fuel facility opening or call out 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. The hirer will pay for all fees from Air Services Australia when operating under the Instrument Flight Rules.

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

Aircraft movement

The hirer will not move the aircraft in the event of an accident, unless expressly authorised or instructed to by an officer of the ATSB, the Police, or a person authorised by the aerodrome operator.

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 Canberra Aero Club for instructions.

The hirer further agrees to and hereby indemnifies and holds Canberra Aero Club 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 Canberra Aero Club rates if it is not returned to base.

The hirer will return the aircraft in a clean and tidy condition to the general aviation grass parking area at Canberra Airport, secured and covered. The Board of the Canberra Aero Club 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.

The aircraft may not be used for charter operations.

Exclusions

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

- Used for racing, record attempts, speed trials, mustering, aerial seeding or fertilising, dusting spraying, fish spotting, or any other form of flying involving abnormal hazards;
- Used for flying competitions unless run by and on-behalf of the Canberra Aero Club or otherwise authorised by the Board of the Canberra Aero Club;
- Used for training or licence and endorsement renewals except with examiners and instructors employed by flight schools approved by the Board of the Canberra Aero Club;
- Used for experimenting with or testing new parts (other than replacement 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.
- Aerobatics except using aircraft certified for aerobatic manoeuvres and where the pilot has the relevant flight activity endorsements or is undertaking training with an examiner or instructor employed by a flight school approved by the Board of the Canberra Aero Club.

Booking and hiring time spans

The aircraft must be booked before use using the Club's e-allocator account.

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 unless otherwise approved by the Board of the Canberra Aero Club.

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.