



TERMS AND CONDITIONS FOR AIRCRAFT HIRE for Members and Approved Non-Members (With effect from 30 December 2008)

Application

These Terms and Conditions apply to the hire of aircraft from Schofields Flying Club Ltd ("The Club") to Club Members and approved non-Members ("Hirer"). "Hirer" applies to the Pilot in Command (PIC) where multiple pilots take part in a single hire event.

The aircraft in question may be the property of Schofields Flying Club or of persons or organisations placing their aircraft online at Schofields Flying Club for Club purposes.

Basis of Agreement

Unless agreed to the contrary, the aircraft is made available to the Hirer on a "wet-hire" basis. The Club will bear the costs of fuel added at Bankstown, and will reimburse the cost of fuel added at away locations at the prevailing Bankstown rate. If arranged on a "dry" basis, the aircraft should be returned to the Club with the same quantity of fuel as when collected at the beginning of the crosshire period.

The Club intends to provide a high standard of service to Members in their hire of aircraft. Aircraft are presented in a serviceable condition at the time of hire, subject to acceptance by the Hirer. In the event of unforeseen aircraft malfunction, arrangements are to be put in place that limit inconvenience to the Hirer.

The Hirer has the obligation to exercise care, diligence and good airmanship at all times whilst in possession of the aircraft, and to return the aircraft in good condition.

Payment

Payment for the aircraft hire is due immediately upon return of the aircraft at the prevailing rate for Members (or non-Members as approved), plus surcharges as may apply.

In all cases, charges for landing, airways service and parking away from YSBK will be borne by the Hirer, and may be subject to later invoicing.

Hirers wishing to hire aircraft for periods greater than one week will be required to lodge a payment in advance of hire to an amount of 75% of the estimated hire cost. Balances are payable with reconciliation of all costs and charges after return of the aircraft.

CONDITIONS

General

1. The Hire Agreement puts the aircraft into the sole care of the Hirer for the duration of the hire period until returned to the Club in a good and operable condition.
2. The Hirer may not on-hire the aircraft to a third party without the express permission of the Club.
3. The Hirer must satisfy Club and CASA requirements regarding licensing, medical, ratings, endorsements and currency relevant to the flight. The Hirer must satisfy security requirements pertinent to the flight regarding carriage of AVID and/or ASIC cards in addition to licence documentation. The Hirer must also ensure the aircraft is secured at all times while parked using the throttle lock or other devices as may be fitted to or carried by the aircraft, including on return to the Club. The Hirer must abide by all operating conditions on the Club sign-out sheet and as may be specifically advised.
4. The Club has the sole option of terminating the hire at any time. The Hirer would then be responsible for any personal return and the Club would be responsible for any costs associated with the return of the aircraft.
5. Club aircraft are fully insured including third party and passenger liability to the sum of \$5,000,000 for any one accident. Cover is also provided for personal injury to the pilot in command provided all operations were in compliance with CASA and Club regulations, rules and procedures.

Weather Delays

6. If there are any delays in returning the aircraft to the Club by the due date due to poor weather, insufficient light or any other reason not due to physical fault of the aircraft, the Hirer should notify the Club.

Weather Delays (continued)

7. The Hirer should ideally remain with aircraft and return it to the Club at the earliest practicable time consistent with good airmanship. The Hirer will be responsible for any personal expenses incurred due to such delay.
8. If the Hirer is unable to remain with the aircraft, the aircraft must be secured and left in a safe location, ideally under the supervision of another pilot/club/school, etc.
9. The Club will organise another pilot to return the aircraft to YSBK. The Hirer will be responsible for the cost of returning the aircraft to YSBK at Private Hire Rates plus any transportation costs of the recovery pilot. If the Club arranges another aircraft to transfer the recovery pilot, this will be at Club expense.

Unserviceability Delays

10. If there are any delays in returning the aircraft to the Club by the due date due to unserviceability arising through normal operations and for a reason not attributable to the Hirer, the Hire will be terminated at that point. The Hirer should notify the Club immediately.
11. The costs of recovery and repair of the aircraft (where required) will be a Club responsibility.
12. No maintenance is to be performed by any individual or organisation without prior authorisation from the Maintenance Director.
13. Should the Hirer choose to stay with the aircraft, the Club will contribute to expenses incurred by the Hirer to the extent of \$80 per night for accommodation, to a maximum of \$400, plus \$40 per day for meals.

Damage

14. In the event of damage to the aircraft whilst under the care of the Hirer, the Hirer should notify the Club immediately or as soon as practicable if circumstances do not allow immediate contact.
15. Unrectified damage is potentially dangerous and may have dire consequences to the Hirer or subsequent Hirers. A failure to notify the Club of damage may lead to membership cancellation or other disciplinary action.
16. Recovery of the aircraft (if necessary) and rectification of damage will be a Club responsibility.
17. The Club (or aircraft owner) will determine and authorise the appointment of a repair organisation.

Liability for Damage

18. The costs of recovery of the aircraft, rectification of damage and accommodation of insurance charges will be at Club expense *except* in the case of a negligent or wrongful act on the part of the pilot or Hirer.
19. In cases where it appears *prima facie* that the damage may have been caused by a negligent or wrongful act by the Hirer/PIC, the determination of liability for the damage will be made at a full meeting of the Club's Board of Directors. The Board will consider all pertinent facts including any action or pending action proposed by CASA, a report from the CFI about the circumstances surrounding the damage and any written or personal representations made by the Hirer/PIC.
20. Where the Board determines that damage to the aircraft was caused by a negligent or wrongful act on the part of the Hirer/PIC, the Hirer/PIC will pay any difference between the amount paid by the insurer in respect of the damage and the total cost of the rectification of the damage, including insurance charges, to a **maximum extent of \$2500 for a single-engine aircraft and \$3000 for a multi-engine aircraft.**
21. It is not the intention of the Club to instigate arbitrary or punitive action against a Hirer/PIC when it is obvious that the aircraft was operated in a normal and proper manner. Where damage was due to circumstances entirely outside the control of the Hirer/PIC no action to recover losses will be taken.

DEFINITIONS

Negligent or wrongful act includes any act or omission published in the Civil Aviation Act, Regulations, AIP, ERSA and any other official Government publication covering any aspect of air safety to which a penalty is applicable. It also includes any behaviour prohibited in the rules, regulations and procedures of the Club, including malicious treatment of the aircraft and careless or reckless behaviour occasioning damage.

Poor Airmanship whether on the ground or in the air includes such actions as operations contrary to Air Traffic Control instructions, operations contrary to published or advised requirements, and deliberate mishandling of the aircraft or its systems contrary to Pilots Operating Handbook requirements for the prevailing conditions.

Hirer / PIC means either the Hirer who takes responsibility for the aircraft during the period of hire or the pilot in command at the time in the case of multiple pilots taking part in a single hire event, whichever is the more relevant to the case.