

The Aero Club of Southern Tasmania

Terms & Conditions of Aircraft Hire (Members and Approved Non-Members)

Effective 01 November 2012

Application

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

The aircraft in question may be the property of The Aero Club of Southern Tasmania or of persons or organisations placing their aircraft online at The Aero Club of Southern Tasmania 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 Cambridge, and will reimburse the cost of fuel added at away locations at the prevailing Cambridge rate. If arranged on a "dry hire" basis, the aircraft should be returned to the Club with the same quantity of fuel as when collected at the beginning of the hire 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 limits inconvenience to the Hirer.

The Hirer has the obligation to exercise of 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 YCBG 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 sign a credit card authorisation or provide similar security. Balances are payable with reconciliation of all costs and charges after the return of the aircraft.

A Hirer booking an aircraft for a "Whole Day" or a period of days is obligated to pay a minimum hire charge of 2 hours per day so booked. A "Whole Day" is defined as a period of 6 or more hours on any calendar day.

This provision does not apply to club organised flying trips.

Conditions

General

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.

The Hirer may not on-hire the aircraft to a third party without the express permission of the Club.

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.

The Club has the sole option of terminating the hire at any time. The Hirer would then be responsible for the costs of personal return and the Club would be responsible for costs associated with the return of the aircraft.

Club aircraft are fully insured including third party and passenger liability to the sum of \$2,000,000 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

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.

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.

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.

The Club will organize another pilot to return the aircraft to YCBG. The Hirer will be responsible for the cost of returning the aircraft to YCBG 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

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.

The costs of recovery and repair of the aircraft will be a Club responsibility.

No maintenance is to be performed by any individual or organisation without prior authorisation from the Club.

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

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.

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.

Recovery of the aircraft and rectification of damage will be a Club responsibility.

The Club (or aircraft owner) will determine and authorise the appointment of a repair organisation.

Liability for Damage

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 negligent or wrongful act on the part of the pilot or Hirer.**

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.

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 may be required to pay an amount up to the insurance excess applicable to the aircraft damaged.

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, but is not limited to, 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, but is not limited to, 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 and 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.