

BATHURST AERO CLUB LTD

AIRCRAFT HIRE AGREEMENT FOR VH-BAC

(or any other aircraft operated by Bathurst Aero Club Ltd)

THIS AGREEMENT SPECIFIES THE CONDITIONS OF HIRE FOR THE CLUB AIRCRAFT, VH-BAC, OR ANY OTHER AIRCRAFT OPERATED BY THE BATHURST AERO CLUB LTD. ACCEPTANCE OF THE CONDITIONS OF HIRE IS TO BE ACKNOWLEDGED BY ALL PILOTS ON THE *HIRE AGREEMENT FORM*. THESE CONDITIONS OF HIRE AND THE AGREEMENT TO ABIDE BY THEM WILL REMAIN IN FORCE UNTIL SUCH TIME AS THE COMMITTEE APPROVES VARIATIONS. NEW MEMBERS MUST SIGN THE FORM ON ADMITTANCE TO THE CLUB. FLIGHT AS PILOT IN COMMAND OR PILOT UNDER SUPERVISION IN THE CLUB AIRCRAFT, VH-BAC, OR ANY OTHER AIRCRAFT OPERATED BY THE BATHURST AERO CLUB LTD, IS NOT PERMITTED UNTIL THE HIRE AGREEMENT FORM IS COMPLETED.

PLEASE COMPLETE THE HIRE AGREEMENT FORM AND RETURN IT TO THE OFFICE OF BATHURST AERO CLUB LTD. THIS COPY OF THE CONDITIONS OF HIRE IS FOR THE USE OF THE CLUB MEMBER AND SHOULD BE RETAINED.

CONDITIONS OF HIRE

The Bathurst Aero Club Ltd aircraft, VH-BAC, and any other aircraft operated by Bathurst Aero Club Ltd, (hereinafter referred to as BACL) is hired to the hirer under the following conditions. The hirer:

1. Is a current financial flying member of Bathurst Aero Club Ltd.
2. Has complied with all recency of experience requirements for each flight, including the Bathurst Aero Club Ltd's requirement for 3 take offs and landings in VH-BAC in the past 60 days. Recency is to be assessed by the Chief Flying Instructor of The Bathurst Aero Club Ltd.
3. Certifies that his/her licence, medical certificate, ratings and endorsements are current and appropriate for the planned flight. Unless suitably rated, the hirer will fly only during daylight hours and in weather consistent with Visual Flight Rules.
4. Will on each day of the hire period, check the aircraft's airworthiness by carrying out a daily inspection of the aircraft and accessories, and check that the maintenance release will remain current for the period of the flight.
5. Will observe all pre-flight requirements for the proposed flight. This includes flight planning, a current weather forecast for cross country flights, checking NOTAMS, performing weight and balance, and take off and landing calculations. For flights of more than fifty nautical miles, the hirer will submit a flight plan or leave a flight note with a responsible person.
6. Will carry all relevant documents including pilot licence, the maintenance release, flight manual, and, maps, charts, meteorological reports and NOTAMS legally required for the flight and likely to be carried by prudent pilots.
7. Will conduct the flight in accordance with the appropriate rules and procedures and comply with all CAR, CAO, and NOTAMS.
8. Will operate the aircraft within the limits approved in the Flight Manual.
9. Will not allow any person, other than endorsed and suitably qualified flying members of Bathurst Aero Club Ltd to fly the aircraft.
10. Will land 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 the Chief Flying Instructor of Bathurst Aero Club Ltd.

11. 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 the above.
12. 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. Will not move the aircraft in the event of an accident, unless expressly authorised to do so by Bathurst Aero Club Ltd.
13. 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.
14. 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.
15. Agrees to pay for the aircraft hire in full at the agreed rate at the completion of the flight.
16. On a wet hire basis, agrees that the cost of fuel will be reimbursed at the current bowser price at Bathurst Aero Club Ltd. Any opening fees are to be paid by the hirer.
17. Will pay for all landing fees incurred during the period of hire. This includes fees from AVDATA, FAC etc, which may arrive at a later date.
18. 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. Agrees to pay for the recovery of the aircraft at normal Bathurst Aero Club Ltd rates if it is not returned to base. (In the event of unexpected mechanical failure, which is not the fault of the hirer, the hirer will not be expected to pay for the recovery of the aircraft.)
19. 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.
20. Acknowledges that smoking is not permitted in the aircraft and will ensure that smoking does not occur in the aircraft at any time during the period of hire.
21. The aircraft is to be used for private, business and pleasure flying, and all normal flying school uses excluding ab initio instruction (ie up to G.F.P.T. or restricted licence level) and excluding charter. Other exclusions include:
 - a) Racing, record attempts, speed trials, mustering, aerial seeding or fertilisation, dusting, spraying, fish spotting or any other form of flying involving abnormal hazards;
 - b) Use in flying competitions unless the judge is a qualified current flying instructor approved by the CFI of the Bathurst Aero Club Ltd;
 - c) Use in training or licence and endorsement renewals with a company other than the Club's preferred provider of flying training, without the express permission of the Board;
 - c) Experimenting with or testing new parts (other than replaced parts) new devices or new designs;
 - d) Leaving the aircraft unattended in the open without taking reasonable precautions for its safety; with the knowledge and consent of the Insured.
22. Bathurst Aero Club Ltd reserves the right to recover the excess in the insurance policy (currently \$3000) for the Club aircraft, or any other aircraft operated by the Bathurst Aero Club Ltd, if in the opinion of the Committee, the hirer was negligent.
23. If the aircraft is taken away for more than one day, will fly it for at least 1.5 hours per day on weekdays and 5 hours on weekends.
24. Double booking. If a member books the aircraft for a short period and another member then 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 the Club of high aircraft utilisation rates, which help to keep aircraft hire rates as low as possible. (The Committee has in mind the situation where the first booking is for 1 or 2 hours and the second for 10 or more hours.) It is the members' responsibility to negotiate amicably and constructively.

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