

AIRCRAFT HIRE AGREEMENT

INDEMNITY FORM

Terms and Conditions of Hire

RECITAL

We acknowledge that a student or Club member might require an aircraft to hire, herewith the terms and conditions for Hire and Fly an Aircraft.

PARTIES TO THIS AGREEMENT:

Gold Coast Sports Flying Trust training as Gold Coast Sports Flying Training, referred to as - **“Aircraft Operator” and “GCSFT”**

and

Global Aviation Products Trust (Aircraft Maintenance), - **GAPT** - and/or

Global Aviation Products Pty Ltd (Corporate Trustees for **GCSFT** and **GAPT**), - **GAP** - and/or

Gold Coast Sports Flying Club Inc, - **GCSFC**- and/or

GoFly Global Pty Ltd (Supply Training Instructors and Compliance), - **GoFly**- and/or

Flight Leasing Pty Ltd (Aircraft owners), and/or

Sling Operations (Aircraft Operators), and/or

Independent Operators (Instructors).

All above collectively referred to as - **“the indemnified”**.

and

Name:

Surname:

DOB (Birth Date):

Contact Number:



Mobile Number

Email:

Email

Recreational Aviation Australia Member number:

Number

Home Address:

Address

(hereinafter referred to as the "**Hiree**")

DEFINITIONS

The following words marked in bold will have specific meanings:

1. "Aircraft" - means any of the aircraft that GCSFC Club Members hire from the Aircraft Operator.
2. "Base Airport" - Heckfield airfield (YHEC) where the Aircraft is normally parked or any such other airfield nominated by the Aircraft Operator to the Hiree from time to time.
3. "Booking" - bookings are made by members using the internet booking system, Flight Schedule Pro. A booking shall be defined as the consecutive period booked on the internet booking system, or the period the Aircraft is away from its Base Airport, whichever is longer.

WHEREAS

The aircraft is operated and managed by the Aircraft Operator, who offers the aircraft for hire to GCSFC Members (Hirees) under the arrangements as set out below:

1. The Hiree must be a current club member of the GCSFC, whether Ordinary or Provisional or Temporary. (See paragraph 34-35 of this agreement, hereunder)
2. The Hiree will be a current member with Recreational Aviation Australia (RAAus)
3. The Hiree must be able to demonstrate a minimum experience on type required to meet the insurance requirements for the hired aircraft. The Hiree confirms that he is duly licensed (including all relevant endorsements and ratings) for the operation of the aircraft.
4. The Hiree will at all times comply with all Acts, Regulations, Orders and any other requirements affecting operation and/or airworthiness of aircraft in Australia.
5. The Hiree will be required to conduct a test / familiarization flight with an Instructor of the Aircraft Operator at the prescribed rate. (separate to the hire rate), to establish the Hiree's suitability to operate the aircraft.
6. A dual circuit check may be required with an Instructor if you have not flown within the proceeding 28 days and/or have not flown the type of aircraft in the proceeding 90 days and/or if conditions warrant a circuit check due to lack of currency in those conditions.
7. The Hiree accepts the aircraft in the condition in which same is found as at the commencement of the hire period, and no warranty as to fitness for purpose or suitability or otherwise is provided by the Aircraft Operator.
8. The Hiree will remain the Pilot in Command for the duration of the hire period and may not assign this agreement or any rights hereunder to any other party.
9. The Hiree will notify an Instructor or any other person representing Aircraft Operator, of any pre-existing damage to the aircraft before the commencement of the planned flight.
10. The Hiree agrees that without the express prior written consent of Aircraft Operator, he/she shall not:
 - o part with possession of the Aircraft;

- remove the Aircraft from Australia or allow it to be so removed;
 - sub-lease, license, sell, charge, mortgage, pledge or otherwise encumber or deal with the aircraft except as provided for in this Agreement;
 - land the aircraft on, or take off, or attempt to do so, from a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft;
 - land the Aircraft on any beach;
 - land at any other airfield without notifying and receiving permission from the Aircraft Operator;
 - use the aircraft for racing, record attempts, aerobatics, speed trials, mustering, aerial seeding or fertilisation, dusting spraying, fish spotting or any other form of flying involving abnormal hazards;
 - use the Aircraft for training or licence and endorsement renewals with companies or instructors other than those with express permission of the Aircraft Operator;
 - use the Aircraft or its equipment for experimenting with or testing new parts (other than replacement parts) new devices or new designs;
 - sub-rent the aircraft to any other person or entity;
 - use the aircraft for any illegal purpose;
 - smoke in the Aircraft;
 - carry any dangerous or prohibited goods in the Aircraft.
11. The Aircraft Operator, will wet hire the aircraft to the Hiree at an hourly charge for each flying hour during which the aircraft is operated within the hire period, as registered on the Hobbs meter.
 12. When booked for a full day or longer, the Hiree agrees to use the aircraft for a minimum of 4 (four) hours per day. If before the flight it becomes apparent that this condition cannot be met, the Aircraft Operator may decide to waive this condition.
 13. If hiring aircraft overnight, secure the aircraft and tie the aircraft down to minimise movement and damage.
 14. The Hiree will pay the hire fee to the Aircraft Operator, by cash, cheque or electronic transfer into the Aircraft Operator's nominated account prior to the hire or directly after the flight.
 15. At the commencement and completion of the hire period, the Hiree will in conjunction with the nominated person for the Aircraft Operator (or in their absence a nominated agent from the Aircraft Operator, certify the Hobbs hours of the aircraft and the general condition of the aircraft.
 16. The hiree shall return the Aircraft, its engine, propeller and equipment at the conclusion of the hiring in the same proper condition in which they were at the commencement of the hiring, with allowance being made for reasonable wear and tear. At the time when the Aircraft is returned by the Hiree, the nominated person for of Aircraft Operator, will inspect the Aircraft and determine whether it has been damaged or worn and, if so, whether the damage or wear is reasonable wear and tear.
 17. The aircraft is purely of the Recreational category. No warranty is given by the Aircraft Operator as to suitability of the aircraft for specific tasks. The Hiree will operate the aircraft within the limits approved in the Flight Manual (Pilot Operating Handbook).
 18. The Aircraft Operator is responsible for the cost of routine scheduled maintenance and is not liable to the Hiree for any loss occasioned to them by reason of the aircraft not being available due to scheduled or unscheduled maintenance.
 19. The Hiree shall raise no objection nor seek any rebate if any equipment installed in the aircraft becomes unserviceable during the hire period. Nevertheless, the Hiree is required to notify the Aircraft Operator, if equipment faults are noted.
 20. The Hiree is responsible for returning the aircraft to the Base Airport at their own expense regardless of any cause of unserviceability arising during the hire period. The Hiree agrees to pay for the recovery of the aircraft at double Aircraft Operator, rates if it is not returned to base. The Hiree shall be responsible to ensure all reasonable safety of the Aircraft and its contents if and when necessary to leave the aircraft.
 21. All manuals and equipment that are provided with the aircraft are to be returned in a clean, working condition.
 22. The Hiree is responsible for the cost of repair of all damage sustained by whatever cause to the aircraft during the hire period, if due to the Hiree's actions. If any insurance excess is payable in respect of a claim arising due to damage to the aircraft during the hire period, the Hiree is responsible for the payment of that excess.
 23. The Aircraft Operator will ensure insurance is maintained for the aircraft during the hire period. The Hiree must comply with terms and conditions of the owner's insurance and must not consent to any act or omission which might invalidate or render unenforceable the whole or any part of such insurance.
 24. The Hiree must not permit any repairs or work to be conducted on the aircraft without consent of

Aircraft Operator, all defects with the Aircraft during the terms of this agreement must be reported to the Aircraft Operator as soon as noted.

25. The Hiree must comply with all Air Navigation, civil Aviation and Airworthiness Orders, Regulations and requirements.
26. The Hiree is responsible for paying all Landing, Air Navigation, Ground Handling, Parking, and other operational charges that may be applicable during the hire period.
27. If the Aircraft Operator has reasonable grounds for doing so, concerning safety or the welfare of the aircraft, they may direct the Hiree to return to the Base Airport prior to the conclusion of the hire agreement, whereupon the Hiree must comply with all directions given by the Aircraft Operator, or the agent.
28. The Hiree must operate the aircraft with every reasonable care and precaution according to the highest standards of aircraft management, maintenance and airmanship and strictly observe and comply with the Aircraft Owner's Manual and maintain the Aircraft, its engine, propeller and equipment in a proper and airworthy condition.
29. The Hiree must keep the aircraft under their control and supervision and properly secured when not in flight and must clean the aircraft inside and out (to the condition the aircraft was supplied in) at the conclusion of the hire period.
30. The Hiree agrees to report all accidents, major and minor, to Aircraft Operator, at once, together with the names and addresses of witnesses and involved parties. The Hiree will not move the aircraft in the event of an accident, unless expressly authorised to do so by the Aircraft Operator.
31. The Hiree must indemnify and keep indemnified the Aircraft Operator and the indemnified as specified above, its employees, families, contractors and management) against all actions, claims, suits, demands, losses and expenses that may rise as a result of a breach of this agreement or as a result of anything arising in respect of the Hiree's use of the aircraft during the hire period.
32. Insurance:

(i) The Aircraft Operator, will insure for its own benefit the Aircraft against hull risks and other risks of or in connection with the operation of the Aircraft during the term of this agreement, including risks of third party damage to persons or property and risks of liability towards persons who or whose property may be carried on the aircraft during the term of this agreement, and will provide a copy of the insurance certificate to the Hiree upon demand.

(ii) The Hiree undertakes to pay Aircraft Operator, the full amount of the excess on any claim on that insurance together with any other 'out of pocket' expenses for which the Aircraft Operator, is otherwise liable.

(iii) The hiree agrees to indemnify the Aircraft Operator, against all other costs, damages, expenses and liability arising out of or in any way connected with the use or hire of the Aircraft which are not covered by the insurance.

(iv) The Aircraft Operator, warrants that insurance covering third party liability is in force in respect of the aircraft. The Aircraft Operator, does not warrant that the pilot is insured under any policy of insurance to which the Hiree is a party or that cover under the Aircraft Operator's, policy will be available to the pilot.

(v) In the event an insurance claim is not accepted by the Aircraft Operator's insurers for any damage to the aircraft which is caused or contributed to by negligence of the Hiree then the Hiree shall be liable.

33. The Hiree shall be considerate of other club members when booking the Aircraft by:

- (i) cancelling bookings as soon as possible when it is known they will not be using the aircraft.
- (ii) booking only as such time as is anticipated to be required and avoid all day bookings where the aircraft will be returned to the Base Airfield within 4 hours.
- (iii) clean the Aircraft before returning. The Hiree acknowledge that a fee can be charged if the aircraft is not left reasonably clean.
- (iv) pay a cancellation fee of at least \$100 if the booking is cancelled within 24 hours of the flight if Aircraft Operator's does not deem that the cancellation reason was reasonable.

Club Membership

34. In order to hire and fly the aircraft, the Hiree must be either an existing member of the GCSFC or take up a temporary membership option. As such, the Hiree thereby agrees to observe the terms and conditions of the GCSFC Constitution and By-Laws, copies of which will be provided to the Hiree on request.
35. GCSFC Membership categories available to Hirees:
 - Full Ordinary Member: \$660 p.a. plus a once-off joining fee.
 - Provisional Member: \$440 for 4 months, no extensions but with an option to join as full Ordinary Member thereafter.
 - Temporary 1-month Member: \$150, with the option to extend up to 2 more consecutive months. * (suits holiday hire etc.)
 - Temporary 1-week Member: \$40, with the option to extend up to 2 more consecutive weeks. * (suits one-off or Flight Experience hires)
 - Student Membership: \$110 pa

*Temporary Memberships are not available on an ongoing basis i.e. to enjoy ongoing casual access to the hire aircraft after the expiry of the above terms, pilots must acquire full Ordinary Member status. In such cases credit will be given for temporary membership fees spent to date.

The Club Committee of GCSFC reserves the right to decline an individual the issue of any of the above temporary or provisional membership options, or if necessary, cancel that membership, as its discretion.

Indemnity

1. By signing this form, I, the indemnifier, unconditionally and irrevocably indemnifies all the parties to this agreement, the indemnified, its independent contractors, employees, servants, agents, trustees, directors, club members, against any and all liability, cost, damages and losses to persons or property, claimed by me or my family, business, business partners, servants, agents or estate from the indemnified in relation to the identified activity. I agree to indemnify the parties to this agreement, its independent contractors, employees, servants, agents, trustees, directors, club members, etc from all liability, cost, damages and losses to persons or property, suffering or death associated with recreational flying activities or ground handling of recreational aircraft or otherwise observing the operation of a recreational aircraft, which claim which must be paid to the indemnified party immediately on demand.
2. This indemnity continues until the activity creating the risk of loss comes to an end, but will continue for any new activity, now or in future.
3. The indemnifier's obligation is a primary obligation and the indemnified is not obliged to proceed against any other person before making a demand for payment hereunder.
4. In addition to all other liabilities of the indemnifier under this deed, the indemnifier must pay on demand all costs and expenses in connection with the exercise of any right or remedy hereunder associated document.
5. The Indemnifier's obligations under this document are absolute and unconditional. They are not subject to any set-off, counter claims or conditions. In particular, the Indemnifier's obligations will not be affected by anything which might abrogate, prejudice or limit them or the effectiveness of this document.
6. By signing this form, I further agree not to pursue the owners or operators of the recreational aircraft associated with the indemnified, their employees, families, servants, independent contractors or their estates for any compensation or any claim as per par 3 above as may be claimed by myself, my family, my business, business partners, my servants, my employees or estate for any damage, loss, suffering, injury or death associated with recreational flying activities.
7. This agreement will be construed in accordance with the laws in force in Queensland, and the parties hereby submit to the jurisdiction of the courts of Queensland.

Hiree Print Name:



Full Name

Hiree Print Surname:

Hiree Print Surname

Date: 18 October 2021

Hiree Signature on dotted line:

X _____

Signature Certificate

Document name: AIRCRAFT HIRE AGREEMENT

Unique Document ID: FF7495D6A281194F9B14626AB5C5902A331C13C6

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

4 May 2021 12:47 AM AEST

Audit

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VAN RENSBURG - info@gcsft.com IP 107.158.15.19



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