



## Sydney Flight Training Terms and Conditions of Aircraft Hire

### Application

These Terms and Conditions apply to the private hire and solo training hire of aircraft from Sydney Flight Training. "Hirer" applies to the Pilot in Command ("PIC") where multiple pilots take part in a single hire event and in the event of dispute or disagreement will be taken to be the person legally occupying the left-hand front seat of the aircraft. These terms and conditions are also applicable to any solo training hire of aircraft by anyone who holds a pilot's licence.

### Agreement

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

The Company intends to provide a high standard of service to Pilots in their hire of aircraft. Aircraft are presented in a serviceable condition at the time of hire, subject to acceptance by 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 the same condition as it was when the hire commenced.

### Payment

Payment for the aircraft hire is due immediately upon return of the aircraft at the prevailing rate, plus such 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 if unknown at the time the flight is returned. Landing fees will be charged at the rate for the aircraft as published on the current SFT 'aircraft rates' document or the rate invoiced from the aerodrome operator whichever is the higher of the two. All Hirers are required to complete a credit card authorization.

A Hirer booking an aircraft for a "whole day" or an extended 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 any Company organised flying trips. This condition will be upheld unless the hirer has written approval from the CEO, HOO or Shareholders to affect otherwise.



Hirers wishing to hire aircraft for periods greater than one calendar week will be required to pay in advance of the hire, an amount of 50% of the estimated hire cost. The balance being payable upon reconciliation of all costs and charges after return of the aircraft. The minimum hours provisions will be applied to the final amount payable where applicable.

If the aircraft has not been collected within one hour of the booked time without prior notification, the Hirer will be treated as a no-show and the aircraft re-assigned to open duty. A no-show fee may be charged to the Hirer at \$100.00 per hour of the booking. (i.e If the aircraft is booked for three hours, the no show fee that the Hirer is liable for would be \$300.00.)

## 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 Company.

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

The Hirer must satisfy Company 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 including control locks, pitot covers, and tie downs as may be fitted to or carried by the aircraft, including on return to the Company. The Hirer must abide by all operating conditions on the Company sign-out sheet and as may be specifically advised.

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

Company aircraft are fully insured including third party and passenger liability to the sum of \$20,000,000 for any one accident. No cover is provided for personal injury or death to the pilot. (Standard aviation insurance).

### Unserviceability Delays

If there are any delays in returning the aircraft to the Company by the due date due to an 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 Company immediately.

The costs of recovery and repair of the aircraft (where required) will be a Company responsibility.

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

Should the Hirer choose to stay with the aircraft, the Company will contribute to expenses incurred by the Hirer to the extent of \$175 per night for accommodation, to a maximum of \$875, plus \$75 per day for meals to a maximum of \$375.

### Sydney Flight Training Pty Ltd

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Should the hirer choose to return to YSBK, SFT will organise and contribute to the expenses of a return Regular Public Transport flight, bus, or train service back to Bankstown Airport, Sydney Airport or central station at SFT's discretion. SFT will only cover to the value of most economical service/ticket available to a maximum of \$750. SFT will be responsible for making the booking of any such travel arrangements unless it is agreed otherwise.

## **Aircraft Cleanliness**

To ensure that aircraft are kept in excellent condition all Hirer's must do their part in ensuring that aircraft are returned clean, tidy, presentable and safe. All hirer's utilising SFT's aircraft are required to comply with the following:

- Remove all rubbish from aircraft after use, whether you left it there or not.
- Never consume food or drinks inside an aircraft that may soil or mark the interior.
- Used oil funnels and empty oil bottles are to be stored in the resealable bags supplied in the aircraft and disposed of appropriately.
- Never smoke or vape in aircraft.
- Never place items on the dashboard that may scratch the plexiglass windscreen.
- Use care when writing in aircraft not to mark trims or upholstery.
- Replace aircraft covers after every flight.
- Ensure all post flight actions are done accordingly.
- In the event that the aircraft is not returned in a tidy, presentable and safe condition, the hirer may be liable for a cleaning fee.

## **Damage**

In the event of damage to the aircraft whilst under the care of the Hirer, the Hirer should notify the Company 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 Company of damage may lead to other disciplinary action.

Recovery of the aircraft (if necessary) and rectification of damage will be a Company responsibility.

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

## **Liability for Damage**

The Hirer agrees to pay the general insurance excess of \$3500.00 or the particular Aircraft excess whichever is the greater.

The costs of recovery of the aircraft, rectification of damage and accommodation of insurance charges will be at Company expense except in the case of negligent or wrongful act on the part of the pilot or Hirer.

In cases where it appears 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 safety meeting of the

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Company's Shareholders. The Shareholders will consider all pertinent facts including any action or pending action proposed by CASA, a report from the HOO about the circumstances surrounding the damage and any written or personal representations made by the Hirer/PIC.

Where the Shareholders determine 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.

Where damage was due to circumstances entirely outside the control of the Hirer/PIC no action to recover losses will be taken.

## Other Terms

- The hirer/PIC is solely responsible for ensuring the following for every hire event:
- That the hirer/PIC holds a Current Australian flight crew licence or a foreign flight crew licence with a CASA certificate of validation.
- That the hirer/PIC holds a Current flight review appropriate for the aircraft hired.
- That the hirer/PIC holds a current CASA medical appropriate to the operation being conducted and are compliant with any conditions listed.
- That the hirer/PIC satisfies CASA recency requirements for the type of operation that they are conducting.
- That the hirer/PIC is 'fit to fly' as per the CASA IMSAFE checklist.

Should the hirer fail to ensure any of the above, the hirer/PIC may be fully liable for any accident or incident that subsequently ensues. Including any liabilities that the insurer does not cover as a result of failing to ensure any of the above.

All Hirers are required to advise the company's HOO/CEO in writing should they have any previous aviation accidents and/or incidents that have occurred in the previous 5 years. Failure to do so may void any insurances and leave the hirer liable for all damages and costs in the event of an accident or incident.

## Lifejackets

Lifejackets provided are to be worn as designed during flight operations over water and only to be activated in an emergency. Once the life jacket has been activated requires professional repacking.

The lifejacket is unserviceable until this takes place. Professional repacking costs approximately \$100 and will be charged to the PIC unless used in an emergency.

## Definitions

Negligent or wrongful act includes any act or omission published in the Civil Aviation Act, Regulations, Civil Aviation Safety Regulations, Aeronautical Information Publication, Enroute Supplement Australia, and any other Government publication covering any aspect of air safety to which a penalty is applicable. It also

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includes any behaviour prohibited in the rules, regulations, and procedures of the company as contained in the operations manual, including malicious treatment of the aircraft and careless or reckless behaviour occasioning damage.

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 when multiple pilots are taking part in a single hire event.

IMSAFE means the pilot in command assessing themselves fit and well to act as pilot in command of an aircraft after consideration of the current CASA listed human factors and including the items listed in the following paragraphs.

Such assessment is to be conducted in a manner that a reasonable person would employ at the hirer's standard of CASA flight crew licence:

- Illness - Is the pilot suffering from any illness or symptom of an illness which might affect them in flight?
- Medication - Is the pilot currently taking any drugs (prescription or over the counter)?
- Stress - Is the pilot overly worried about other factors in their life? The psychological pressures of everyday living can be a powerful distraction and consequently affect a pilot's performance.
- Alcohol - any consumption in the past 8 hours or current impairment. The pilot should also consider the effects of their alcohol consumption within the last 8 to 24 hours?
- Fatigue - Has the pilot had sufficient sleep and adequate nutrition?
- Emotion - Has the pilot fully recovered from any extremely upsetting events such as the loss of a family member?
- Eating – has the pilot eaten? including ensuring proper hydration, sustenance, and correct nutrition.