

## BATHURST AERO CLUB AIRCRAFT HIRE AGREEMENT AND CONDITIONS

The hire of BAC is permitted when the hirer:

1. Is a current financial member of the Bathurst Aero Club,
2. Has warranted that they have read and understood and accepts the terms and conditions of the Hire Agreement by submission of the Bathurst Aero Club Hire form.
3. Warrants that he/she will operate the aircraft in compliance with all the applicable rules, laws and relevant regulations pursuant to the operation of the aircraft.
4. Has their name on the Bathurst Aero Club Approved Pilot Register.

### **Terms and Conditions for Hire of the Aircraft:**

#### Economic Liability

The Bathurst Aero Club expressly states that no liability will be accepted by the Club for any economic loss suffered by the hirer as a result of this agreement. Economic loss is excluded by the Insurer.

#### Aircraft Serviceability

The hirer will declare, prior to hire, that the aircraft Maintenance Release has presented the Aircraft as serviceable for the proposed operation.

#### Pilot in Command

The Pilot in Command must be named on the Bathurst Aero Club Approved Pilot Register. Where the hirer is named on the Bathurst Aero Club Approved Pilot Register but requires or intends the hire for the purposes of Flight Instruction, the Pilot in Command may only be a Flight Instructor employed by a Bathurst Aero Club Nominated Flight Training Organisation.

#### Flight Training

Any Flight Training Organisation used during the course of the hire must be approved by the Bathurst Aero Club and must be named on the Aircraft Insurance policy schedule.

#### Usage

Where the term "specific prior approval" appears in this clause, such approval can be given by: Any member of the Bathurst Aero Club Pilot Approval Committee. The hirer shall ensure that any such approvals have been noted in the BAC Hire Form prior to exercise of the requirement for which it was sought.

- The aircraft will only be used for Private Hire or Training unless specific prior approval is obtained.
- The hirer will land the aircraft only at licensed or approved airports as defined in the En Route Supplement Australia (ERSA), except as a precautionary or

emergency measure. Approval to land at other than licensed airports requires specific prior approval.

- Operations beyond 600nm of Bathurst Airport or Flights over Water (as defined in VFRG) require specific prior approval.
- Hires for longer than 4 consecutive days require specific prior approval.

### BAC Hire Form

The BAC Hire Form is an adjunct to this Hire Agreement and must be submitted prior to commencement of hire.

- Where the hirer has hired the aircraft for the purposes of Flight Training, the nominated Flight Training Organisation must be nominated on the Bathurst Aero Club Hire Form.
- The hirer will nominate in the BAC Hire Form the intended places of landing during the hire.
- The hirer will nominate in the BAC Hire Form the names of all persons intending to be on board during the course of the hire.

### Conclusion of Hire

The hire is deemed to have concluded when the Aircraft Maintenance release is returned to the Bathurst Aero Club, or when the Aircraft Maintenance Release is annotated such that the aircraft is not airworthy.

### Aircraft Securing

The hirer will be responsible to ensure the aircraft is appropriately secured whenever it is left unattended.

### Payment to the club

- The hirer agrees to pay for the aircraft hire in full at the agreed rate at the completion of the hire.
- The hirer agrees to pay the rates specified on the Bathurst Aero Club Hire Form.
- Where a hirer has approval for a hire in excess of four days, the Bathurst Aero Club may charge and require pre-payment of a deposit of 1.5 hours per day at the rate specified in the Bathurst Aero Club Hire Form.
- The hirer will pay for all landing and air navigation charges incurred during the period of hire at the end of the billing month in which the charges are added to the hirer's account.
- Bathurst Aero Club Ltd reserves the right to recover, from the hirer, the excess in the Insurance Policy in the event of a claim.

### Repairs

In the event that the hirer arranges for repairs, he/she will ensure that any such repairs are done in accordance with all the applicable rules, laws and regulations pursuant to the maintenance and repair of the aircraft. Any repairs costing in excess of \$500.00

require prior approval by Any member of the Bathurst Aero Club Pilot Approval Committee.

**Unauthorised Repairs are specifically excluded by both the Bathurst Aero Club and the Insurer.**

Incidents, Accidents, Insurance Claims, Reports and Statements.

Subject to the right to obtain Legal Advice:

- The hirer agrees to furnish Bathurst Aero Club with a copy of all statements and/or regulatory reports in the event of any incident or accident involving VH-BAC that requires written reporting to any Regulatory Authority, including any State or Federal Police Service.
- The hirer also agrees to cooperate fully with the Club's insurer in the event of any claim incurred during the course of the hire.
- The hirer agrees not to admit liability without the express permission of the Insurer.

Aircraft return

- The hirer 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.
- The hirer agrees to pay for the recovery of the aircraft at normal Bathurst Aero Club Ltd rates if it is not returned to base.
- The hirer 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.

**Under no circumstances is the Hirer required or expected to return the aircraft to Bathurst Aero Club by any appointed date or time when the Hirer forms the opinion that by reason of weather or other adverse cause, air safety and the safety of persons on board and the aircraft might reasonably be put at risk.**

Schedule:

Bathurst Aero Club Pilot Approval Committee

The Committee is currently constituted by:

- The Club President.
- The Club Secretary.
- Mark Renshaw.
- Kingsley Picker.
- Andrew Scheiffers (Learn2fly)
- Lauren Hanby (Learn2fly)

### Operational Assistance

Should the hirer require operational assistance during the course of the hire, the following are offered as contacts for assistance: (WardAir (02) 6337 3400, Learn2Fly (02) 6337 3945, PanAir Flight Training 0490065729 or, Any member of the Bathurst Aero Club Pilot Approval Committee). If contact cannot be made for any valid reason, the Hirer may take assistance from any appropriately Registered training organisation.

### Repair

In the event that the aircraft requires maintenance or repair during the course of the hire, it is expected that the hirer will contact the Bathurst Aero Club through any member of the Bathurst Aero Club Pilot Approval Committee in the first instance.

The licensed Maintenance Organisation that provides repairs and maintenance to VH-BAC is Aerowork Bathurst. The contact is Mark Renshaw, Aerowork Bathurst, 4 Windsock Way, Raglan NSW 2795 [Phone: \(02\) 6337 3433](tel:(02)63373433)

### Insurance

VH-BAC is insured through Insurance House Pty Ltd by Agile Underwriting. A copy of the Bathurst Aero Club Aircraft Insurance Policy, and the Insurer's schedule is available here. The current excess is \$2000.00.

### Hire Form

The purpose of the form is to enable the Bathurst Aero Club to fulfil its statutory obligation as the owner of the aircraft.

It is intended that the form be submitted electronically. In the event that this is not possible, a paper copy of the form may be left at the Bathurst Aero Club Office, along with a signed copy of the Bathurst Aero Club Hire Agreement.

If, during the course of the hire, any of the declared details change, (for example, intended places of landing, or the names of the persons on board), it is expected that the hirer will make every attempt to modify the Live Hire Document, or to make every attempt to notify Any member of the Bathurst Aero Club Pilot Approval Committee of the changes at the first available opportunity.

Electronic submission of the BAC Hire Form will be deemed as a warrant that the hirer has read and understood the terms and conditions of the Bathurst Aero Club Aircraft Hire Agreement and Conditions.

### Conclusion of Hire

The return of the Maintenance Release to the locked box on the hangar door, or delivery of the document to a designated person at Bathurst (eg. Mark Renshaw) is deemed as a return of the Document to the Bathurst Aero Club.

**Under no circumstances is the Hirer required or expected to return the aircraft to Bathurst Aero Club by any appointed date or time when the Hirer forms the**

**opinion that by reason of weather or other adverse cause, air safety and the safety of persons on board and the aircraft might reasonably be put at risk.**

**June 2023.**