

The Aero Club of Southern Tasmania

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

Approved 5/06/2024

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Version History

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Application

These Terms and Conditions apply to the hire of aircraft from The Aero Club of Southern Tasmania Inc (“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 Inc or of persons or organisations placing their aircraft online at The Aero Club of Southern Tasmania Inc for agreed purposes of use by The Club.

Basis of Hire

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 to a maximum per litre value of the Cambridge rate at the time of hire. 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 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 rate for Members (or Non-Members as approved) as at the time of hire, 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.

Minimum Hire

A Hirer booking an aircraft for a 'Whole Day' or a period of multiple consecutive 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, or if otherwise approved by a member of the Committee.

General Conditions

This 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, clean and operable condition.

The Hirer must have nil aviation insurance claims/accidents/incidents in the last 5 years and be rated for the make and model of aircraft, unless otherwise approved by The Club and specifically listed on the current aircraft insurance policy as such.

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

The Hirer must satisfy The 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, as determined by all relevant law and regulations. 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 for reasonable Hull and Liability interests.

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/airport, etc.

If The Club is required to organise 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 The 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 responsibility of The Club.

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

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 actions by the committee.

Recovery of the aircraft and rectification of damage will be the responsibility of The Club. 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 insurance charges will be at The Club expense **except in the case of negligent or wrongful act on the part of the pilot or The 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 Meeting of the Committee of The Club. The Committee will consider all pertinent facts including any action or pending action proposed by CASA, *a report from the Flying Captain about the circumstances surrounding the damage* and any written or personal representations made by The Hirer/PIC.

Where the Committee 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 if claim is approved by the aircraft insurer, or an amount of the full repair costs associated with the damage.

It is not the intention of The Club to instigate arbitrary or punitive action against The 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.



Hire Checklist

To hire an aircraft from The Club the following must be complied with:

- You must be a current Life, Full Flying, Sponsor or Non-resident member of The Club, unless otherwise approved by The Club
- Your medical needs to be up to date and your license valid as per all relevant laws and regulations for the intended flight
- Have a valid ASIC or AVID when flying to secured airports
- Have undertaken the required Flight Review and recency requirements within the required recency period as per relevant laws and regulations for the intended flight
- Fill in The Club sign-out sheet for hire of the aircraft, and check-in the flight in Aviatize prior to flight
- Complete required Flight Notifications as per relevant laws and regulations for the intended flight
- Carry the required safety equipment as per relevant laws and regulations for the intended flight
- Do a fuel check of the aircraft and log the results on the aircraft flight record before the flight
- Do a fuel check of the aircraft and log the results on the aircraft flight record after the flight
- Always park the aircraft in its allocated spot unless instructed otherwise
- When parking the aircraft after your flight be sure the aircraft is adequately secured by locking the controls, applying the brakes, chocking all wheels, attaching the tie downs and when at Cambridge or for extended periods installing the aircraft cover
- At the end of the flight complete the required flight record of the aircraft (both digital and manual as applicable)
- At the end of the hire period, clean the aircraft as required, return keys , check-out the flight and make required payment via Aviatize