

**SCHEDULE****Hirer Details**

Full Name: .....

Date of Birth: ..... Nationality: ..... Weight: .....

Residential Address: .....

Home / Work Number: ..... Mobile Number: .....

Email Address: .....

Driver Licence Number: ..... State: ..... Expiry: .....

Financial Institution Name: ..... BSB: ..... Number: .....

**Credit Card Details**

Card Type (Circle): VISA    MASTERCARD    AMEX    OTHER (Specify): .....

Card Number: .....

Card Expiry Date: ..... CVV / CVN: .....

Cardholder Name: .....

Cardholder Address: .....

**Credit Card Authorisation**

I, ....., authorise Avionics Australia Pty Ltd (ACN 649 570 936) trading as Private Aircraft Hire to charge my credit card detailed above for any unpaid amount(s) (including credit card surcharge of 2.2%) owing on the Hirer's account beyond 14 days of the issue date of the tax invoice. I consent to my information being saved to file for future transactions on the account.

Cardholder Signature: ..... Date: .....

## KEY DETAILS

<b>Aircraft</b>	VH-UQJ PA-28-140 Piper Cherokee Cruiser
<b>Owner</b>	Avionics Australia Pty Ltd trading as Private Aircraft Hire PO Box 4422 Robina Town Centre QLD 4230
<b>Hirer</b>	Hirer Details are set out in the Schedule (page 1)

## BACKGROUND

- A** The Owner is the registration holder, registered operator and owner of the Aircraft.
- B** The Hirer is the holder of a pilot licence and qualified to operate the Aircraft.
- C** The Owner agrees to hire the Aircraft to the Hirer, and the Hirer agrees to hire the Aircraft from the Owner, upon the terms and conditions listed herein.

## TERMS AND CONDITIONS

### 1 Minimum requirements

- 1.1** The Hirer warrants that he or she has the following:
  - 1.1.1** Private Pilot Licence (or higher) issued by CASA with the following:
    - 1.1.1.1** Aeroplane category rating; and
    - 1.1.1.2** Single-engine and/or multi-engine aeroplane class rating; and
  - 1.1.2** Class 2 Medical Certificate (or higher) issued by CASA; and
  - 1.1.3** Flight review or flight test successfully completed within the last 2 years; and
  - 1.1.4** Aviation Security Identification Card issued within the last 2 years; and
  - 1.1.5** 100 hours total flight time in the aeroplane category.
- 1.2** If the Hirer no longer satisfies each of the minimum requirements in subclauses 1.1.1 to 1.1.4 (inclusive), the Hirer must:

- 1.2.1 not use the Aircraft; and
- 1.2.2 notify the Owner as soon as possible of the minimum requirement(s) that he or she no longer satisfies.

## 2 Pricing

- 2.1 The hourly wet hire rate is \$270.
- 2.2 The bulk hour packages in the table below include discounted hourly wet hire rates:

Number of Hours	Discounted Hourly Wet Hire Rate	Total Cost
10	\$265	\$2,650
20	\$260	\$5,200
30	\$255	\$7,650
40	\$250	\$10,000
50	\$245	\$12,250

- 2.3 The hourly wet hire rate and bulk hour packages are in Australian Dollars (AUD) and exclusive of the following:
  - 2.3.1 Goods and Services Tax (GST); and
  - 2.3.2 Airways, landing, movement, parking, refuelling call-out and other third-party charges incurred by the Owner resulting from the Hirer's use of the Aircraft.
- 2.4 The Hirer must make upfront payment of the total cost of a bulk hour package plus GST to obtain the discounted hourly wet hire rate applicable to that bulk hour package.
- 2.5 The Hirer must use the hours included in a bulk hour package within 12 months of the purchase date unless the Owner agrees otherwise in writing.
- 2.6 The hourly wet hire rate and bulk hour packages include:
  - 2.6.1 fuel and oil for the Aircraft; and
  - 2.6.2 a single landing fee at either Gold Coast Airport or Murwillumbah Airfield, for each hire period.
- 2.7 The Hirer must pay airways, landing, movement, parking, refuelling call-out and other third-party charges incurred by the Owner resulting from the Hirer's use of the Aircraft.
- 2.8 The minimum charge for each hire period is the charge for the actual time calculated from engine start-up to engine shutdown or 1 hour (whichever is the greater time).

- 2.9 Time is calculated by reference to the digital oil pressure clock in the Aircraft (VDO).
- 2.10 The Owner may vary the hourly wet hire rate and/or bulk hour packages at any time.

### 3 Production of documents

- 3.1 Prior to the Hirer's first use of the Aircraft, the Hirer must produce to the Owner, and the Owner may retain copies of, the following documents:
- 3.1.1 Flight Crew Licence (including any flight review); and
  - 3.1.2 Civil Aviation Medical Certificate; and
  - 3.1.3 Pilot Logbook (last 3 pages); and
  - 3.1.4 Aviation Security Identification Card; and
  - 3.1.5 Driver Licence; and
  - 3.1.6 Aviation Incident Reporting Summary.
- 3.2 If the Hirer warrants that he or she has 5 hours flight time as PIC of PA-28/32 series aeroplanes and such flight time is not recorded on the last 3 pages of the Hirer's Pilot Logbook, the Owner may require the Hirer to produce to the Owner, and the Owner may retain copies of, additional pages of the Hirer's Pilot Logbook which record the 5 hours flight time as PIC of PA-28/32 series aeroplanes.
- 3.3 The Hirer must not use the Aircraft until the Hirer has produced to the Owner copies of his or her renewed and/or re-issued documents (as applicable) listed in subclause 3.1.
- 3.4 The Hirer warrants that the information recorded in his or her Pilot Logbook is accurate, complete and not misleading to the best of his or her knowledge and belief.

### 4 Disclosure

- 4.1 Prior to the Hirer's first use of the Aircraft, the Hirer must disclose in writing to the Owner any of the following circumstances which are relevant to him or her:
- 4.1.1 Pilot or driver licence suspended or cancelled;
  - 4.1.2 Issued or paid an Aviation Infringement Notice;
  - 4.1.3 Charged with or convicted of breaching the *Civil Aviation Act 1988* or any regulation made under that Act;
  - 4.1.4 Involved in an accident or insurance claim resulting from piloting any type of aircraft.

- 4.2 If any of the circumstances in subclause 4.1.1 to 4.1.4 (inclusive) become relevant to the Hirer after his or her first use of the Aircraft, the Hirer must not use the Aircraft until he or she has disclosed in writing such circumstances to the Owner.

## 5 Check flight

- 5.1 The Hirer must undergo a check flight (duration of which is at the Owner's discretion) with a person nominated by or acceptable to the Owner in the following circumstances:
- 5.1.1 The Hirer's first use of the Aircraft; and
  - 5.1.2 The Hirer has not flown an aeroplane for a period of 60 days; and
  - 5.1.3 The Owner deems that a check flight is required for any other reason.
- 5.2 The Hirer must pay the costs of hiring the Aircraft and any third-party charges (including charges for a Flight Instructor) for the purpose of undergoing a check flight.
- 5.3 The Owner may refuse the Hirer use of the Aircraft or agree to the Hirer using the Aircraft on conditions the Owner deems appropriate after undergoing a check flight.

## 6 Reservations

- 6.1 The Owner may use the Flight Circle website ([www.flightcircle.com](http://www.flightcircle.com)) for making reservations of the Aircraft, scheduling, messaging and other related functions.
- 6.2 The Hirer must create and maintain a free account with Flight Circle to make a reservation of the Aircraft, view the schedule and use the other related functions.
- 6.3 Making a reservation of the Aircraft and/or using the Aircraft is deemed to be reaffirmation of the Hirer's agreement with the terms and conditions listed herein.
- 6.4 Subject to clause 2, the hire period for using the Aircraft is the period between the departure time and return time as recorded in the Hirer's reservation in Flight Circle.
- 6.5 The Hirer may take possession of the Aircraft from where it is located at the start of the hire period unless the Owner has cancelled the Hirer's reservation under clause 7.
- 6.6 The Hirer must give back possession of the Aircraft to the Owner at the same location and by the end of the hire period unless the Owner agrees otherwise in writing.
- 6.7 The Hirer must, where reasonably practicable, give notice to the Owner of any actual or likely delay in returning the Aircraft to the Owner by the end of the hire period.

## 7 Cancellations

- 7.1 The Owner may cancel the Hirer's reservation in the following circumstances:
- 7.1.1 The Aircraft and/or equipment contained therein is unserviceable; or

- 7.1.2 The Aircraft is undergoing or due to undergo repairs and/or maintenance; or
  - 7.1.3 Another hirer has failed to return the Aircraft to the Owner by the start of the hire period; or
  - 7.1.4 The Hirer has breached this agreement; or
  - 7.1.5 The Hirer has failed to arrive at the Aircraft by the start of the hire period; or
  - 7.1.6 Adverse weather, unexpected illness and/or other exceptional circumstances.
- 7.2 Subject to subclause 7.3, the Hirer must give notice to the Owner of any cancellation of his or her reservation at least 24 hours prior to the start of the hire period.
- 7.3 If cancellation is due to adverse weather, unexpected illness and/or other exceptional circumstances, the Hirer must give notice to the Owner of the cancellation of his or her reservation as soon as possible prior to the start of the hire period.

## 8 Cancellation charge

- 8.1 Subject to subclause 8.2, the Hirer must pay the cancellation charge of \$270 plus GST in the following circumstances:
- 8.1.1 The Hirer cancels his or her reservation in breach of subclause 7.2; or
  - 8.1.2 The Hirer fails to arrive at the Aircraft by the start of the hire period which results in the cancellation of the Hirer's reservation under subclause 7.1.5.
- 8.2 The cancellation charge under subclause 8.1 is not payable if the Aircraft is used by another hirer during the same hire period of the Hirer's cancelled reservation.

## 9 Usage of aircraft

- 9.1 The Hirer may use the Aircraft:
- 9.1.1 for private operations only unless the Owner agrees otherwise in writing; and
  - 9.1.2 under the Visual Flight Rules (VFR); and
  - 9.1.3 in Visual Meteorological Conditions (VMC); and
  - 9.1.4 within the Commonwealth of Australia.
- 9.2 The Hirer must not use the Aircraft:
- 9.2.1 for ab-initio flight training, aerobatics, low flying or any commercial purpose; or
  - 9.2.2 under the Instrument Flight Rules (IFR); or
  - 9.2.3 in Instrument Meteorological Conditions (IMC); or

**9.2.4** outside the Commonwealth of Australia.

**9.3** The Hirer must not land the Aircraft at locations other than airports published in the latest version of the En Route Supplement Australia (ERSA) unless in an emergency.

## **10 Invoicing and payment**

**10.1** Except for bulk hour packages (which are invoiced and require payment in full upfront), the Owner may issue a tax invoice to the Hirer after each use of the Aircraft.

**10.2** The Owner may issue tax invoices to the Hirer for any other amounts as agreed or that are due or become due to the Owner under this agreement from time to time.

**10.3** The Owner may issue a tax invoice to the Hirer by sending it to the email address specified by the Hirer in the Schedule (page 1) or recorded by the Hirer in Flight Circle.

**10.4** The Hirer is deemed to have received the tax invoice on the same day the Owner sent it to the email address mentioned in subclause 10.3.

**10.5** The Hirer must make payment in full to the Owner for each tax invoice issued within 7 days of the issue date of the tax invoice unless the Owner agrees otherwise in writing.

**10.6** Payment made by the Hirer using a credit or debit card may incur a surcharge of up to 2.2% of the transaction amount to cover the merchant charges incurred by the Owner.

**10.7** The Owner may charge the credit card details specified by the Hirer in the Schedule (page 1) for any unpaid amount (including the credit card surcharge of up to 2.2%) owing by the Hirer beyond 14 days of the issue date of the tax invoice.

**10.8** The Hirer must not use the Aircraft until he or she has made payment in full to the Owner for each tax invoice issued unless the Owner agrees otherwise in writing.

## **11 Late charge**

**11.1** The Hirer must pay the late charge of \$10 plus GST for each and every week a tax invoice issued to him or her remains unpaid to the owner beyond 7 days of the issue date of the tax invoice or such other date the Owner agrees to under subclause 10.5.

## **12 Refunds**

**12.1** Subject to subclause 12.2, the Hirer is entitled to a refund of any amount paid upfront or paid for a bulk hour package under subclause 2.2 in the following circumstances:

**12.1.1** The Owner refuses the Hirer use of the Aircraft under subclause 5.3; or

**12.1.2** The Aircraft is unavailable to use for a period of 21 days or longer; or

**12.1.3** The Owner terminates this agreement under clause 24.

- 12.2** The Owner may deduct from any amount owing to the Hirer under subclause 12.1 the following:
- 12.2.1** Charges for the use of the Aircraft calculated at the discounted hourly wet hire rate applicable to the number of hours used by the Hirer plus GST; and
  - 12.2.2** Credit card surcharges under subclause 10.6; and
  - 12.2.3** Any other amounts owing to the Owner under this agreement.
- 12.3** The Owner may refund any amount owing to the Hirer under subclause 12.1 by paying such amount to the bank account specified by the Hirer in the Schedule (page 1).

### **13 Insurance**

- 13.1** The Owner warrants that it has at least the following insurance cover for the Aircraft:
- 13.1.1** Hull insurance in the amount of \$100,000; and
  - 13.1.2** Liability insurance (flight, taxiing and ground risks) with a single combined limit of \$5,000,000.
- 13.2** The Hirer must pay the excess of \$1,000 for an insurance claim for any loss and/or damage of any nature resulting from the Hirer's use of the Aircraft.
- 13.3** The Owner may, in its sole discretion, decide to pay the cost of the excess for an insurance claim in exceptional circumstances (such as mechanical failure of the engine which was not caused or substantially caused by the negligence of the Hirer).
- 13.4** The Hirer must pay for any loss and/or damage of any nature resulting from the Hirer's use of the Aircraft which is not covered by or exceeds the cover of the insurance.
- 13.5** The decision to make an insurance claim for any loss and/or damage of any nature resulting from the Hirer's use of the Aircraft is at the sole discretion of the Owner.

### **14 Cleaning of aircraft**

- 14.1** The Hirer must pay for the costs of cleaning the Aircraft due to the following circumstances resulting from the Hirer's use of the Aircraft:
- 14.1.1** Food and/or drink spillage in the Aircraft; or
  - 14.1.2** Vomit and/or other bodily fluid spillage in the Aircraft; or
  - 14.1.3** Mud and/or grass splatter on the Aircraft.
- 14.2** The costs of cleaning the Aircraft under subclause 14.1 includes (but is not limited to) the costs of dry cleaning the sheepskin seat covers and/or carpets inside the Aircraft.

**15 Damage to aircraft**

- 15.1** The Hirer must notify the Owner of any pre-existing damage to the Aircraft and/or equipment contained therein prior to each use of the Aircraft unless the Hirer has previously notified the Owner of the existence of such damage (if any).
- 15.2** The Hirer and his or her passengers (if any) must not cause any damage to the Aircraft and/or equipment contained therein when the Aircraft is in the Hirer's possession.
- 15.3** The Hirer must notify the Owner as soon as possible of any new damage to the Aircraft and/or equipment contained therein when the Aircraft is in the Hirer's possession.
- 15.4** Subject to subclause 13.4, the Hirer must pay for any damage caused to the Aircraft and/or equipment contained therein resulting from the Hirer's use of the Aircraft (except normal wear and tear).

**16 Recovery of aircraft**

- 16.1** If the Aircraft is unserviceable for any reason during the hire period at a location other than Gold Coast Airport or Murwillumbah Airfield, the Hirer must do the following:
- 16.1.1** Remain with the Aircraft for a reasonable period of time whilst repairs and/or maintenance authorised by the Owner is carried out on the Aircraft; and
- 16.1.2** Subject to weather and compliance with the other terms and conditions of this agreement, return the Aircraft to Gold Coast Airport or Murwillumbah Airfield within a reasonable period of time when the Aircraft becomes serviceable.
- 16.2** If the Hirer breaches subclause 16.1, the Hirer must pay the costs of transporting the Owner and/or a person nominated by the Owner to the Aircraft for the purpose of carrying out repairs and/or maintenance and/or recovering the Aircraft.

**17 Return of property**

- 17.1** The Hirer is responsible for the safe-keeping and security of the Aircraft and equipment contained therein when the Aircraft is in his or her possession.
- 17.2** The Hirer and his or her passengers (if any) must not modify and/or remove any equipment contained in the Aircraft when the Aircraft is in the Hirer's possession.
- 17.3** The Hirer must return the Aircraft and equipment contained therein to the Owner in the same condition as it was at the start of the hire period (except normal wear and tear).
- 17.4** The Hirer must pay for the replacement of any equipment contained in the Aircraft that is lost and/or removed therefrom when the Aircraft is in his or her possession.

**18 Ownership of aircraft**

- 18.1** The Hirer is not acquiring any right, title and/or ownership interest in the Aircraft by:

- 18.1.1 making a reservation of the Aircraft; or
- 18.1.2 using the Aircraft during the hire period; or
- 18.1.3 making any payment to the Owner under this agreement.

## 19 Discharged battery

19.1 If the Hirer fails to turn the Aircraft master switch to the OFF position after engine shutdown which results in the Aircraft battery fully discharging or otherwise causes the battery to discharge on the ground to such an extent that the starter motor and/or alternator are ineffective, the Hirer must pay for the costs of the following:

- 19.1.1 Replacement of the Aircraft battery; and/or
- 19.1.2 Transportation of the Owner and/or a person nominated by the Owner to the Aircraft to carry out a recharge or replacement of the Aircraft battery.

## 20 Compliance with instructions

20.1 The Hirer must comply with any instructions given to him or her by or on behalf of the Owner, whether orally or in writing, in relation to the use of the Aircraft.

## 21 Contravention of laws

- 21.1 The Hirer and his or her passengers (if any) must not do anything in breach of any law in or in the vicinity of the Aircraft.
- 21.2 The Hirer must pay for any loss of any nature resulting from anything done by the Hirer or his or her passengers (if any) in breach of any law in or in the vicinity of the Aircraft.

## 22 Severability

22.1 If any clause or subclause in this agreement is unenforceable, illegal or void, or makes this agreement or any part of it unenforceable, illegal or void, then that clause or subclause is severed and the rest of this agreement remains in full force and effect.

## 23 Entire agreement

23.1 This document records the entire agreement between the Owner and Hirer and supersedes all previous understandings, representations and agreements in relation to the subject matter of this document.

## 24 Termination of agreement

24.1 The Owner may, in its sole discretion, terminate this agreement at any time.

**25 Notices**

**25.1** The Hirer may give any notice, produce any document or disclose any information to the Owner required by this agreement by email to [info@aircrafthire.au](mailto:info@aircrafthire.au).

**26 Perpetual agreement**

**26.1** This agreement between the Owner and Hirer is perpetual in nature and remains in full force and effect until it is terminated by the Owner under clause 24.

**27 Release and indemnity**

**27.1** The Hirer releases and indemnifies the Owner and its directors, officers, employees and agents in respect of all actions, liabilities, claims, charges, suits, costs, demands, damages, losses, fees, fines, penalties and expenses that may be occasioned to or arise against the Owner and its directors, officers, employees and agents resulting from the Hirer's use of the Aircraft and/or the Hirer's breach of this agreement.

**28 Information and assistance**

**28.1** If legal proceedings are commenced against the Owner, its directors, officers, employees and/or agents resulting from the Hirer's use of the Aircraft and/or the Hirer's breach of this agreement, the Hirer must provide any and all information and/or assistance as the Owner and/or its representatives may require from time to time.

**29 Waiver**

**29.1** The Owner does not waive a right or remedy in connection with this agreement if it:

**29.1.1** fails to exercise the right or remedy; or

**29.1.2** only partially exercises the right or remedy; or

**29.1.3** delays in exercising the right or remedy.

**29.2** A waiver is effective only if in writing and signed by or on behalf of the Owner and is effective only to the extent that the Owner expressly states in writing.

**30 Variation**

**30.1** This agreement cannot be varied or amended unless the variation or amendment is in writing and signed by or on behalf of the Owner.

**31 Governing law and jurisdiction**

**31.1** This agreement is governed by the law in force in Queensland.

**31.2** The Owner and Hirer submit to the exclusive jurisdiction of the courts of Queensland.

I have read and understand this entire document, and agree with the terms and conditions listed herein.

**Hirer Signature:** .....

**Hirer Full Name:** .....

**Date:** .....