

## **AGREEMENT to Hire Aircraft**

Between

Christopher John Andrews ("the Owner")

And

The Hirer

### **BACKGROUND**

1. The Owner has all required powers to bestow the use of this aircraft according to this agreement.
2. The Hirer wishes to hire the Aircraft on the terms and conditions set out in this Agreement and warrants that he holds and will continue to hold all relevant certifications to allow him to use the aircraft as provided in this agreement.

### **SUBSTANTIVE PROVISIONS**

3. Meanings  
The following terms will have the indicated agreement when the context demands.
  - a. In this agreement "the owner" means Christopher John Andrews;
  - b. In this agreement "the hirer" means the person hiring this aircraft under the terms of this agreement. The taking and flying of this aircraft is evidence of assent to this agreement and will be deemed to be acceptance of this agreement and assent to act in accordance with it.
  - c. "The aircraft" refers to Cirrus SR20 aircraft (Tail number 1441) registered to the owner;
  - d. "Agreement" means this agreement and any Schedule or Schedules.
  - e. "ALA" has its usual meaning in the AIP
4. Interpretation  
Unless expressed to the contrary:
  - a. the singular includes the plural and vice versa;
  - b. if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding definitions;
  - c. any gender includes the other genders;

- d. a reference to a person includes legal personal representatives, successors and permitted assigns;
- e. the hirer hires this aircraft as an individual and not on behalf of any corporate entity or other similar body and in the latter case hire is permitted subject to individual agreement with the owner
- f. a reference to a statute, regulation, ordinance or code ("Statutory Provision") includes a reference to:
  - (i) that Statutory Provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- g. a reference to time is to local time in Queensland;
- h. "\$" or "dollars" is a reference to the lawful currency of Australia;
- i. a reference to anything includes a part of that thing.
- j. The owner includes the registered operator of the aircraft

5. Headings do not affect the interpretation of this Agreement.

#### **OWNERS UNDERTAKINGS AND CAVEATS**

- 6. The Owner will make the aircraft available to the hirer at the hirer's request for the hirer's own use for charter, aerial work, personal private hire, testing by a CASA Testing Officer, training, and/or other agreed purpose, subject to this agreement and any hire onwards by an individual hirer is not permitted except as provided herein. An organisation may onhire the aircraft to its clients subject to individual agreement with the owner.
- 7. The owner will exhibit to the hirer on request all maintenance records, certificates of airworthiness and registration as required, aircraft weighing results, and the aircraft's manufacturer's operating handbook.
- 8. The owner will provide all protective shields required for the aircraft, such as pitot cover, aircraft cover, engine port protectors, and similar, at his own discretion, and the hirer will properly affix these to the aircraft at all reasonable and prudent times either at Archerfield or elsewhere and in any event at the end of each period of hire and overnight.
- 9. The aircraft is to be properly tied down by a three point tie down method after each flight or at any time when the safety of the aircraft demands it, at Archerfield or any other location unless the aircraft is securely stowed in any hangar rented for the purpose.
- 10. The owner will maintain insurance of his own choice on the aircraft and the hirer acknowledges that a copy of the insurance contract is available to him for perusal on request. The hirer warrants

that the aircraft will be operated within the provisions of the insurance contract and this agreement.

11. The Owner does not give any warranty as to the condition of the Aircraft, its fitness for the hirer's purpose or its airworthiness beyond the provision of the certificates referred to. Any implied warranty save those implied by statute is hereby expressly excluded. The owner will afford the hirer facility for assuring himself of the aircraft's suitability for its purposes as provided herein if the hirer desires, and the hirer indicates by his acceptance of the aircraft that he is satisfied that the aircraft is suitable for his purposes as allowed herein.
12. The owner in his own discretion absolutely may decline to accept a hire request without giving any reason for the refusal.

## **HIRERS UNDERTAKINGS AND CAVEATS**

### **Delivery and Commencement**

13. The Hirer shall take delivery and possession of the Aircraft at the aerodrome at Archerfield in Queensland at a place and time mutually agreed between the owner and the hirer, or such other place and time as the Owner and the hirer will mutually agree. At the end of the nominated hire period the hirer will return the aircraft or cause it to be returned to Archerfield at his expense no matter what events have transpired in the interim.
14. The hirer acting at his own expense will be entitled to inspect the aircraft beyond required routine inspections prior to hire and if any defect is found shall bring this to the notice of the owner who may take steps at his own discretion to attend to this and if the hirer is not satisfied with any remedy undertaken the hirer may withdraw from this agreement without penalty to him prior to taking delivery of the aircraft.
15. The hirer will under no circumstances make any entry in the aircraft maintenance release and will inform the owner if there is considered to be any need to make such an entry.

### **Usage by Hirer**

16. The Hirer shall not use the Aircraft or permit it to be used contrary to any statute, regulation, or law, or in any area excluded from coverage or not otherwise covered by any insurance mentioned herein, and shall not without the previous consent of the Owner in writing:
  - a. take, send or permit the Aircraft to be taken out of the Commonwealth of Australia;
  - b. use or permit the Aircraft to be used for operations to which the *Civil Aviation (Carriers Liability) Act 1959* or its State equivalent apply.
17. No person shall take delivery or operate this aircraft under any circumstances unless that person holds a CASA General Flying Progress Test (GFPT), or its equivalent at the time of hire, and has been accepted to operate the aircraft by the owner.
18. For the purposes of training or testing of the hirer

- a. All instructors giving instruction on this aircraft shall be deemed to be employed by the hirer and the hirer will not permit any person other than a duly and legally qualified and authorised instructor agreed to by the owner to offer instruction to him in this aircraft;
  - b. An instructor on the aircraft shall be an instructor duly and currently licensed by CASA as an instructor and will comply with all requirements appropriate to his/her level of licensing;
  - c. No solo flying for instructional purposes in this aircraft, with or without passengers, is to be undertaken by any pilot until that pilot is deemed to be competent to fly solo in this aircraft by his instructor.
  - d. The owner accepts no liability whatsoever for an instructor providing instruction in this aircraft and the hirer agrees to indemnify the owner from any claim made by an instructor consequent on the giving of instruction on this aircraft.
19. For any purpose the owner will determine in his absolute discretion that the hirer is competent to fly this aircraft, and the hirer may be required to submit at his own expense to a once off certification flight or series of flights for this purpose, and the owner may nominate a licensed and experienced instructor to perform this determination.
20. A hirer holding a Commercial Pilot's Licence who hires this aircraft to perform work of a commercial nature as duly allowed by law and this agreement may charge his client a fee as he sees appropriate which may include a component for his hire of the aircraft. The payment for the hire of the aircraft is at all times the responsibility of the hirer.
21. The hirer will thoroughly perform all required daily checks and certifications prior to flight and will not fly the aircraft until all required daily checks are satisfactorily completed and properly recorded.
22. The Hirer must at all times ensure that the Aircraft is operated in accordance with the manufacturer's flight manual and all charts included therein including the takeoff and landing charts for the Aircraft. The owner does not make any warranty for or accept responsibility for performance figures produced by the manufacturer recorded in the manufacturer's flight manual.
23. Except in the event of emergency or as a precautionary measure to ensure the safety of the Aircraft or its occupants, the Hirer must not land on any landing areas other than ALA's or an airfield of superior nature.
24. In the event of in-flight emergency the use of the aircraft's CAPS ballistic parachute will at all times be at the discretion of the Pilot in Command.
25. The hirer will care for the aircraft to the highest standards at all times and will use best endeavours to minimise routine damage wear and tear.

## **BENEFIT UNDER THIS AGREEMENT**

26. The hirer will pay to the owner an amount agreed between the hirer and the owner for the hire of the aircraft
27. All moneys payable to the Owner under this Agreement shall be paid in a manner to be determined by the owner free of all deductions whatsoever and will be payable inclusive of relevant GST.
28. For the purpose of fuel purchase for this aircraft, the hirer will receive the aircraft with fuel tanks filled with fuel to the allowable maximum at the beginning of the hire unless a lesser quantity is specified by the pilot for a particular flight. The hirer will be provided with a means for the purchase of fuel from a licenced aircraft fuel vendor. At the end of the nominated hire period, the hirer will return the aircraft to Archerfield with fuel tanks filled with approved fuel to the maximum allowable.
29. The provisions of paragraph 28 may be varied by agreement between the owner and the hirer in specific cases individually and if no such agreement is made the provisions of that paragraph will operate.

#### **DAMAGE TO THE AIRCRAFT**

30. In the event of any damage or liability whatsoever arising out of the hirer's use of the aircraft, the hirer will indemnify the owner for any such damage or liability not covered by any insurance claim, including the amount of any applicable excess. An insurance claim under this paragraph may be made at the owner's discretion alone and if the owner does not make such a claim the hirer's indemnity will extend only to the amount that would have applied if a claim had been made.
31. The Owner will not be liable to repair the Aircraft or to replace it if it is damaged or becomes unsafe or not airworthy from any cause whatsoever.

#### **TERMINATION OF THE AGREEMENT**

32. If the Hirer:
- a. attempts to execute or executes a Bill of Sale over the Aircraft or has any execution or distress levied on it or should the Aircraft be seized under any distress, execution or other process;
  - b. fails to perform and observe all the conditions and stipulations on its part contained in this Agreement;
  - c. fails or permits to be done any act thing which may prejudice the Owner's ownership of the Aircraft

the Owner may immediately without prejudice to any of its rights under this Agreement, subject to the provisions of the relevant legislation terminate the hiring forthwith and retake possession of the Aircraft and if necessary for that purpose to break open and enter upon any premises belonging to or in the occupation or control of the Hirer. A demand for the return of the Aircraft

by the Owner given verbally by one of its agents or servants or by written notice to the Hirer will be sufficient notice of the termination of this Agreement by the Owner.

33. If the owner fails to perform any condition of this agreement the hirer may immediately without prejudice to any of its rights under this Agreement, subject to the provisions of the relevant legislation terminate the hiring forthwith and will deliver the aircraft to the owner forthwith.

## OTHER PROVISIONS

34. The benefit of this Agreement shall not be assigned, sold or underlet and possession of the Aircraft shall not be given to any other person except as permitted under this agreement.

35. Goods and Services Tax

- a. "GST" and any other terms defined in *A New Tax System (Goods and Services Tax) Act 1999* and any associated legislation (the "GST Law") have the same meaning when used in this clause.
- b. If a taxable supply for the purposes of the GST Law is made under this Agreement, the consideration for that taxable supply will be increased by an amount calculated as  $A \times R$ .

where

A = the consideration payable for the supply apart from this clause; and

R = the percentage rate of GST applicable to the supply.

- c. The recipient of a taxable supply must pay the increase in consideration calculated under this provision on the day the consideration for the taxable supply is payable under this Agreement.
- d. This clause does not merge on or by completion of this Agreement.

36. The Hirer shall not have or be deemed to have any authority to pledge the credit of the Owner for any purpose whatsoever or to create or permit to be acquired any mortgages, liens, claims, charges or other encumbrances or interests of any person over or affecting the Aircraft.

37. This Agreement is to be construed in accordance with the law of the State of Queensland and the parties hereto agree to submit to the jurisdiction of the courts of that State.

There are 37 clauses in this agreement.

Signature and Name and Address of Hirer:

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