

This contract will be implicitly agreed when hiring VH-DVF aircraft mentioned. Owner/Operator:
Goair Products Pty Ltd of
Hangar 675, Drover Rd,
Bankstown Airport NSW 2200

## **TERMS & CONDITIONS**

- 1. DRY" HIRE RATE: \$220 (plus gst) per hour used (or part thereof) as per VDO Time, which rate will be reviewed by the owner annually.
- 2. GEOGRAPHIC LIMITS: Commonwealth of Australia.
- 3. The owner will make the Aircraft available to the hirer and will let to the hirer, and the hirer will take on hire, the Aircraft as per conditions of this agreement. The hirer acknowledges that, the Aircraft is and will remain the sole property of the owner, and the hirer has no interest other than as bailee.
- 4. The hirer will pay the hire fee to the owner, by cheque or telegraphic transfer into the owners nominated account.
- 5. At all times during the hirring the hirer will provide, and the Aircraft will only be flown by, a pilot who is duly licensed (including all relevant endorsements and ratings) to fly the Aircraft and all other (if any) duly certified operating personnel required by any laws, regulations or orders for the operation of the Aircraft.
- 6. The hirer shall be entitled, during the term of this agreement, to use the Aircraft for the private and Aerial work hire only, subject to the terms and conditions set out herein. The hirer may not assign this agreement or any rights hereunder to any other party.
- 7. The Aircraft will only be flown by a pilot with a minimum of 120 hours total time and who has been checked out by an instructor that is approved by the owner. The owner may vary the minimum experience, regency and license requirements for pilots at any time by notice to the hirer.
- 8. The hirer shall return the Aircraft, its engine and equipment at the conclusion of the hiring in the same proper condition in which they were at the commencement of the hiring, with allowance being made for reasonable wear and tear.
- 9. The hirer agrees to use the Aircraft with a guarantee of a minimum of 2 (two) hours per day when booked for a full day. If before the flight it becomes apparent that this condition cannot be met the owner may decide to waive this condition.
- 10. For flights with a duration of less than 1 (one) hour an additional charge of 0.2 hours with a maximum total charge of 1 (one) hour is payable by the hirer. For the purpose of instruction/endorsements the charges will be based on VDO.
- 11. The hirer will at all times comply with all Acts, Regulations, Orders and any other requirements affecting operation and/or airworthiness of aircraft in Australia.
- 12. The aircraft shall not be operated outside the Geographic Limits.
- 13. The owner will insure for its own benefit the Aircraft against hull risks and other risks of or in Connection with the operation of the Aircraft during the term of this agreement, including risks of Third party damage to persons or property and risks of liability towards persons who or whose Property may be carried on the aircraft during the term of this agreement, and will provide a copy of the policy to the hirer upon demand. The hirer undertakes to pay to the owner the full amount of the excess on any claim on that insurance together with any other "out of pocket" expenses for which the owner is otherwise liable. The total amount will be for a maximum of (Please refer to applicable Aircraft Registration & Insurance Deducible). The hirer agrees to indemnify the owner against all other costs, damages, expenses and liability arising out of or in any way connected with the use of hire of the Aircraft which are not covered by the insurance.

- 14. The hirer shall be responsible for and prompt pay upon demand all expenses and air navigation, landing and parking charges incurred in connection with the use of the aircraft. The owner will pay for all scheduled and unscheduled maintenance and repair of the aircraft. All defects with the Aircraft during the terms of this agreement must be reported to the owner as soon as noted.
- 15. The hirer agrees to pay for the Airport charges incurred for the period the aircraft is parked outside for their exclusive hire.
- 16. The agreement may be terminated and cancelled forthwith by the owner, and the owner may repossess the Aircraft, if the hirer commits any breach of the terms and conditions of this agreement or if the hirer commits an act of bankruptcy or insolvency or enters into any arrangement with its creditors.
- 17. The hirer will not use the Aircraft for any illegal purpose, or for aerial spraying or any other form of flying involving abnormal hazards.
- 18. In the event of mechanical failure of the Aircraft at any location away from Bankstown when used by the hirer, the owner is responsible for the Aircraft to be returned to Bankstown. The pilot shall be responsible to ensure all reasonable safety of the Aircraft and its contents if and when necessary to leave the aircraft.
- 19. The flight or series of flights when the aircraft is hired for more than 1 day shall start at Bankstown and will end at Bankstown.
- 20. This agreement will be construed in accordance with the laws in force in NSW, and the parties hereby submit to the jurisdiction of the courts of NSW.

## **Contract Details:**

Aircraft delivered with: POH/ Flight Manual/ EFD 1000 PFD Pilots guide Pilot Cover
Tie down kit

## Contact Details: Phone: 02 9791 9141

Email: runway@goair.com.au

Address: Hangar 675, Drover Rd, Bankstown Airport NSW 2200

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