CONDITIONS OF USE OF AIRCRAFT

INTERPRETATION

1. In this Agreement unless inconsistent with the context the following words have the following meaning: -

"Aircraft" means the aircraft described in item 1 of the Aircraft Agreement Schedule and/or on the Flight Authorisation Schedule.

"Aircraft Agreement Schedule" means the schedule to these conditions contained in the document titled Aircraft Agreement.

"Ancillary Equipment" means any items of equipment loaned by RVAC to the Club Member for use in flying operations including navigation, communication and/or survival equipment and the items (if any) listed in item 7 of the Aircraft Agreement Schedule and/or on the Flight Authorisation Scheduie.

"Authorised Pilot" means the Pilot in Command and the persones), if any, identified as authorised pilot in item 3 of the Aircraft Agreement Schedule, and if more than one each of them.

"Authority" means Airservices Australia or its successor, the Civil Aviation Safety Authority or its successor, and any other authority from time to time responsible at law for the regulation or administration of civil aviation in Australia or any aspect thereof.

"Flight Authorisation Schedule" means the schedule used in daily operations to record details of the proposed flight. the signature of the pilot in command and the authorisation of the flight.

"Flight Details" means such details of flying operations as RVAC may require including but not limited to the details recorded in item 8 of the Aircraft Agreement Schedule.

"Flight Manuar means the flight manual for the aircraft published by the aircraft manufacturer.

"Flying Operations" means the use and operation of the aircraft and includes taxying and ground handling.
"Maintenance Release" means a valid maintenance release issued by a licensed aircraft maintenance engineer.

"Pilot in Command" means the party identified in item 2 of the Aircraft Agreement Schedule and/or the Flight Authorisation Schedule.

"Regulations" means all Acts of Parliament (both State and Federal) and all statutory rules and regulations made pursuant thereto in relation to civil aviation in Australia and its Territories including, without limitation, the Civil Aviation Regulations, the Civil Aviation Orders and the Air Navigation Orders.

"RVAC" means the Royal Victorian Aero Club ACN 004 128 232 of Building 21, First Avenue Moorabbin Airport, Mentone and all its trading entities.

"RVAC Operations Manuar means the recommended procedures for conducting flying operations issued by RVAC and/or its trading entities from time to time.

"This Agreement" means the agreement between the Pilot in Command and RVAC constituted by the Aircraft Agreement Schedule and/or the Flight Authorisation Schedule and these conditions.

POSSESSION AND USE OF AIRCRAFT

2. The Pilot in Command is granted the possession and use of the aircraft by RVAC upon the terms specified in this Agreement.

NATURE OF FLYING OPERATIONS

3. The aircraft is to be used by the Pilot in Command for flying operations of the nature described in item 4 of the Aircraft Agreement Schedule and/or on the Flight Authorisation Schedule.

COST REIMBURSEMENT

4. The Pilot in Command shall reimburse RVAC for the costs of operating the aircraft at the current published rate or the rate stated in item 5 of the Aircraft Agreement Schedule, Unless otherwise specified the rate shall apply to each hour or part thereof of flying operations during the period of possession and use. The rate shall be inclusive of fuel unless otherwise specified.

DURATION OF FLYING OPERATIONS

5. The time elapsed between the commencement and completion of flying operations as displayed on the aircraft VDO (or other instrument fitted to the aircraft and nominated by RVAC as the method of recording the duration of flying operations) shall be prima facie evidence of the duration of flying operations during the period of possession and use.

PAYMENT

6. Unless otherwise agreed with RVAC the Pilot in Command shall pay the amount due under Clause 4 and all other fees and costs upon completion of flying operations.

FUEL AND LUBRICANTS

7. The Pilot in Command shall ensure that the aircraft has adequate quantities of fuel and lubricants and shall maintain any minimum safety margins prescribed by the Aircraft Flight Manual and/or RVAC's Operations Manual at all times during flying operations, using appropriate grade fuels and lubricants. The Pilot in Command shall not refuel the aircraft from drums without RVAC's prior consent.

PERIOD OF POSSESSION AND USE

8. The period of possession and use is the period from acceptance of the aircraft by the Pilot in Command until return of the aircraft to RVAC.

ACCEPTANCE

9. The Pilot in Command shall be deemed to have accepted the aircraft and these conditions upon signing the Aircraft Agreement Schedule or the Flight Authorisation Schedule or in the event that a Schedule is not signed upon the Pilot in Command taking possession of the aircraft.

SUBSTITUTION

10. RVAC reserves the right to substitute another aircraft for the aircraft at any time.

RETURN OF AIRCRAFT

11. The Pilot in Command shall return the aircraft in the same good order and clean condition as at acceptance, fair wear and tear excepted. The Pilot in Command shall use the Pilot in Command's best endeavours to return the aircraft to RVAC at or before the return time specified in either Schedule. The Pilot in Command shall notify RVAC as soon as reasonably practicable if and when it is apparent that the Pilot in Command will be unable to return the aircraft by the return time. The Pilot in Command shall indemnify RVAC in relation to the cost of recovering the aircraft, the authorised pilots and the passengers if, as a result of the Pilot in Command's breach of this Agreement or neglect or default, the Pilot in Command is unable to return the aircraft at the return time or at all.

TERMINATION

12. If the Pilot in Command breaches these terms and conditions RVAC may, without prejudice to its other rights and remedies, terminate this Agreement and without notice repossess the aircraft.

AIRWORTHINESS

13. The aircraft will be provided with a current Certificate of Airworthiness.

PILOTING OF AIRCRAFT

14. The Pilot in Command shall not without RVAC's consent permit the aircraft to be operated or its controls manipulated by any person other than the authorised pilot and (except when under the supervision of an RVAC flying instructor or undertaking flying training approved by RVAC for the purpose of obtaining or renewing a relevant qualification) the Pilot in Command shall ensure that the Pilot in Command and each authorised pilot;
(a) holds a valid pilot's licence with endorsements appropriate for the aircraft to be flown;
(b) hoids a current Australian pilot's medical certificate;
(c) satisfies relevant flight review, recency and rating

requirements appropriate to the nature of the flying operations;
(d) operates the aircraft in accordance with the flight manual for the aircraft including loading and take-off and landing charts contained therein. RVAC accepts no responsibility for the accuracy of performance figures stated in the flight manual;
(e) observes and complies with all Regulations applicable to flying operations during the period of possession and use;
(f) observes and complies with the RVAC operations manual; (g) does not fly the aircraft without a current maintenance release;
(h) provides detailed and accurate flight detaiis to RVACs reasonable satisfaction;
(i) subject to reasonable safety considerations, conducts flying operations only in accordance with flight details;
U) takes all reasonable steps to ensure the safety of the aircraft and its contents if and when it is necessary to leave the aircraft,

COMMERCIAL OPERATIONS

15. The Pilot in Command shall not use or permit the aircraft to be used for commercial flying operations without RVACs prior written consent which if given shall be subject to and on condition that such operations are conducted under the auspices and within the terms of the appropriate licence or air operator's certificate issued by the Authority.

AUTHORISED PILOT

16, In the event that flying operations are conducted by an authorised pilot other than the Pilot in Command, the Pilot in Command shall ensure that the authorised pilot observes and complies with all of the obligations of the Pilot in Command in relation to flying operations including those set out in clauses 14 and 15 and shall indemnify RVAC against loss or damage incurred by RVAC as a consequence of any failure by the authorised pilot to observe and comply with such obligations. If required by RVAC the Pilot in Command shall procure the authorised pilot to enter into a separate agreement with RVAC to observe such obligations,

UNSERVICEABILITY AND MAINTENANCE

17. The Pilot in Command will promptly notify RVAC if the aircraft or any of its systems is damaged, unserviceable or fails to function properly during the period of possession and use. The Pilot in Command shall not authorise, undertake or permit any maintenance or repairs to be undertaken without RVACs prior approval. RVAC is not liable for any loss or damage incurred by the Pilot in Command or any person claiming through or under the Pilot in Command arising from unauthorised maintenance or repairs. RVAC is not liable for any personal costs of the Pilot in Command, authorised pilots or passengers resulting from any unserviceability, The Pilot in Command shall indemnify RVAC in relation to the cost of recovery of the aircraft and authorised pilots and passengers as a result of any unserviceability,

LANDING AND FUEL SERVICE FEES

18, The Pilot in Command is responsible for and shall payor reimburse RVAC in respect of all landing and parking fees in respect of the aircraft and for all opening, callout or other fees associated with fuel purchase and for all other fees imposed by the Authority, or by the owner or operator of any aerodrome in respect of the aircraft or flying operations during the period of possession and use. Unless otherwise stated in item 5 of the Aircraft Agreement Schedule any fuel or lubricants purchased and paid for by the Pilot in Command during the period of possession and use shall on production of relevant receipted invoices be reimbursed to the Pilot in Command at RVACs base cost rate per litre as declared from time to time,

FINES & PENALTIES

19, The Pilot in Command is responsible for and shall indemnify RVAC in relation to any fines and/or penalties imposed on or levied against RVAC or the aircraft in respect of any infringement of the Regulations by the pilot of the aircraft during the period of possession and use.

LANDING GROUNDS

20. Unless expressly authorised by RVAC and except in the event of emergency or when reasonably necessary to ensure the safety of the aircraft or its occupants, the Pilot in Command shall land only at aerodromes, airfields, airstrips or landing grounds meeting at least the requirements of RVACs operations manual.

ASSIGNMENT/TRANSFER

21, The Pilot in Command shall not transfer the aircraft nor assign any rights under this agreement to any other party. This agreement is personal to the Pilot in Command and is not transferable,

ANCILLARY EQUIPMENT

22, The Pilot in Command shall return any ancillary equipment together with the aircraft in the same good order and condition as at the commencement of the period of possession and use (fair wear and tear excepted) and shall indemnify RVAC in relation to any loss or damage thereto,

EXCLUSION OF LIABILITY

23. Notwithstanding anything contained in this agreement RVAC is not liable for any loss,damage or injury to the Pilot in Command or any person claiming through or under the Pilot in Command caused by or as a result of any act neglect or default on the part of RVAC and/or its servants or agents.

INDEMNITY

24. The Pilot in Command shall indemnify and keep indemnified RVAC against any and all loss suffered by RVAC by reason of any and all claims, demands, judgments, orders, legal proceedings, damages, costs, losses and expenses which RVAC may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any act neglect or default on the part of the Pilot in Command, the authorised pilot or any passenger, employee, contractor, agent of, or any person claiming through or under, the Pilot in Command.

ACCIDENTS - INSURANCE

25. If RVAC successfully claims under any policy of insurance In respect of any loss or damage to or caused by the aircraft during the period of possession and use, the Pilot in Command shall pay any excess to be borne by the insured under the insurance policy, In the event the accident damage does not warrant an insurance claim or the claim is unsuccessful, the Pilot in Command shall pay the full amount of the damage.

NO WARRANTY AS TO INSURANCE OF PILOT

26, RVAC does not warrant that the pilot of the aircraft is an insured under the terms of any policy of insurance to which RVAC is a party or that cover under that form will be available to the pilot.

GENERAL

27, RVAC shall not be bound by any agreement purporting to vary these terms and conditions unless such agreement is in writing and is signed on behalf of RVAC by a duly authorised officer.

This Agreement shall be bound by the laws of the State of Victoria and the parties submit to the jurisdiction of the Courts of the said State.

if there is any difference between any of these conditions and any of those contained in the RVAC Operations Manual, the latter shall apply,

I acknowledge that the above conditions apply to all flights in which I am Pilot in Command.

Name .....

Date .....