

# Aircraft Hire Agreement: Foxbat 24 – 8344

This document sets out the terms and conditions of the hire of the aircraft specified in the Schedule (the aircraft).

## Parties:

Zorro Aviation Pty Ltd (ABN 18 656 343 252; and

\_\_\_\_\_ of \_\_\_\_\_

ARN: \_\_\_\_\_ & RAAus Membership No.: \_\_\_\_\_

e: \_\_\_\_\_

**Note:** A current and valid Aviation Medical noting expiry date is to be provided

## Period of Agreement:

\_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

## Terms of the agreement:

The Hirer agrees to hire the aircraft on the terms set out below.

1. Hire shall commence and conclude at Albury Airport. The hire period commences at the pre-flight inspection at Albury and ends on engine shutdown and parking at Albury Airport.
2. Where the hirer does not hold an Airspace (CTA / CTR) Endorsement, the hirer shall be assessed and approved by the RAAus CFI through:
  - Documentation of successfully completed CTA / CTR exam
  - An initial assessment flight by the RAAus CFI and thereafter on a three-monthly basis; and
  - Approval documented in pilots logbook by the RAAus CFI

**Note:** Any deficiencies in Australian Airspace knowledge or Class D procedures will require remedial education (at the hirer's cost) prior to signing off this agreement and release of the aircraft
3. Multiple hire periods may be covered under one agreement.
4. The Hirer shall hold a current and valid Flight Radio Operators Licence and ASIC Card.
5. The hire is charged from engine start-up to engine shutdown at a wet rate of \$190 hr (ex GST) and a minimum of one hour hire rate is preferred. An invoice will be issued with terms of 14 days within 48 hours of hire period.
6. A summary of flying for each day is to be recorded on the aircraft's maintenance release.
7. The hirer will at all times operate the aircraft in accordance with, and with due regard to:
  - Their skill, licence and qualifications
  - Australian air navigation regulations and law
  - The Pilot Operating Handbook (POH); and
  - Prevailing weather and runway conditions

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8. In particular, the hirer agrees to operate the aircraft at all times within the weight and balance limitations and take-off and landing performance calculations, as set out in the POH.
9. The Hirer is responsible for the safety of the aircraft from the commencement of the hire period until the safe return of the aircraft to Albury Airport. Only pilots listed in the Schedule shall be permitted to operate the aircraft during the hire period. All pilots are to be checked out and approved by the Chief Flying Instructor (RAAUS Smartair) or their delegated proxy.
10. The aircraft will only be operated into registered or certified aerodromes. No private strips or authorised landing areas (ALA's) are to be used unless explicitly approved by the Chief Flying Instructor (RAAUS Smartair) or their delegated proxy.
11. During the hire period, all operational related matters are to be addressed to the Chief Flying Instructor (RAAUS Smartair). This includes any accident or incident reports which will be reported as per RAAUS Operations Manual.
12. If leaving the aircraft unattended, the Hirer shall ensure that:
  - The aircraft is securely tied down
  - Control lock and wheel locks are fitted
  - Doors are locked
  - Sunscreen is installed
13. The Hirer warrants the safe return of the aircraft at the end of the hire period, in the same condition as it was at the start. In the event of any damage, the Hirer will be liable for the cost of repairs up to the value of the insurance excess of \$1000.00.
14. It is the Hirer's responsibility to comprehensively review the aircraft's interior and exterior and advise Chief Flying Instructor (RAAUS Smartair), or where relevant, Smartair's Chief Engineer of any actual or perceived damage prior to departure from Albury Airport. Any interior or exterior damage noted upon return of the aircraft and not highlighted prior to departure will be assumed to have occurred during the hire period.
15. All maintenance related issues are to be brought to the attention of the Chief Flying Instructor (RAAUS Smartair), or where relevant, Smartair's Chief Engineer in a timely manner. The Hirer shall not carry out, commission, or permit any repairs or maintenance on the aircraft, scheduled or unscheduled, without the express consent of the Chief Engineer.
16. Any variations to this agreement shall be in writing and signed by both parties.

**Party Signatures:**

**Signed:**

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<b>On behalf of Zorro Aviation Pty Ltd</b>	<b>On behalf of the Hirer</b>