

AXPHON PTY LIMITED  
(ABN 34 002 478 944)

AIRCRAFT HIRE AGREEMENT – PRIVATE AND BUSINESS USE

SCHEDULE

Details of Hirer

Name of Hirer: .....

Address of Hirer: .....  
.....

ABN of Hirer: .....

Email of Hirer: .....

Contact phone numbers  
of Hirer: Business hours: .....  
Mobile: .....

Pilot(s): .....

ARN: .....

Expiry date of medical: .....

Details of Hire

Hire Period: Commencement Date: .....  
Commencement Time: .....  
Conclusion Date: .....  
Conclusion Time: .....

Aircraft: VH-MJB Cessna 182 T with 3 passenger seats

Purpose of hire: Private pleasure and business only

**Hire Fee:** .....

**Inclusive of fuel:** Yes / No (delete one)

**Payable as follows:** .....

.....

**Deposit:** .....

**Insurance Excess:** \$5,000.00

# **AIRCRAFT HIRE AGREEMENT – PRIVATE AND BUSINESS USE**

## **TERMS AND CONDITIONS**

**Axphon Pty Limited (ABN 34 002 478 944) (Operator) agrees to hire the aircraft specified in the Schedule (Aircraft) to the hirer specified in the Schedule (Hirer) and the Hirer agrees to hire the Aircraft from the Operator upon and subject to these terms and conditions.**

### **1 HIRE PERIOD**

- 1.1** The Operator must have the Aircraft ready and available for use by the Hirer at Bankstown Airport at the Hire Period Commencement Date and Time specified in the Schedule.
- 1.2** The Hirer must return the Aircraft to the Operator at Bankstown Airport on or before the Hire Period Conclusion Date and Time specified in the Schedule.
- 1.3** The Hirer must contact the Operator by both telephone and email if and as soon as it is apparent that the Hirer will be unable to return the Aircraft on or before the Hire Period Conclusion Date and Time.

### **2 FEES**

- 2.1** The Hirer must pay the Operator the Deposit (if any) specified in the Schedule. At the completion of the hire the Deposit will be deducted from the hire fee.
- 2.2** If the Hirer cancels the hire less than twenty four (24) hours prior to the Hire Period Commencement Date and Time the Deposit paid by the Hirer will be forfeited.
- 2.3** The Hirer must pay the Hire Fee specified in the Schedule in the manner specified in the Schedule.
- 2.4** If the Hirer returns the Aircraft to the Operator later than the Hire Period Conclusion Date and Time specified in the Schedule the Hirer must pay to the Hirer a late fee which will be calculated by the Operator on the same basis as the Hire Fee.

### **3 PILOT(S)**

- 3.1** While the Aircraft remains in the possession of the Hirer the Aircraft may only be operated by the Pilot(s) named in the Schedule.
- 3.2** The Hirer covenants and warrants with and to the Operator that the Pilot(s) named in the Schedule are appropriately licensed and comply with Australian medical and flight review requirements and also with requirements appropriate to the Aircraft and the type of flight and the type of operation to be undertaken by the Hirer. The Hirer must provide

proof of these covenants and warrants to the satisfaction of the Operator prior to the commencement of the hire.

- 3.3 The controls of the Aircraft are to be operated only by the Pilot(s) named in the Schedule.
- 3.4 The Hirer must cause the Pilot(s) to complete the maintenance release for the Aircraft each day.

#### **4 OPERATION OF THE AIRCRAFT**

- 4.1 The Hirer must at all times ensure that the Aircraft is operated only in accordance with the manufacturer's flight manual for the Aircraft.
- 4.2 The Hirer must observe all applicable regulations and statutory requirements applicable to the Hirer's operation of the Aircraft.
- 4.3 The Hirer must not use the Aircraft for any illegal purpose, or for aerial spraying, aerobatics, or any other form of flying involving abnormal hazards.
- 4.4 The Hirer must comply with the requirements of the maintenance release for the Aircraft.
- 4.5 The Hirer must pay all parking, landing, hangering and other airport fees and charges related to the hire.

#### **5 PLANNED ROUTE AND ITINERARY**

- 5.1 The Hirer must provide the Operator with written details of the planned route and itinerary to be undertaken by the Hirer together with a means of contact with the Hirer throughout the Hire Period.
- 5.2 The Hirer must confine its use of the Aircraft to the route and geographical area notified to the Operator under clause 5.1 and may vary it only with the express consent of the Operator.

#### **6 INSURANCE**

- 6.1 The Operator warrants that aircraft hull and liability insurance is in force in respect of the Aircraft.
- 6.2 The Operator does not warrant that the Pilot(s) is or are insured under any policy of insurance to which the Operator is a party or that any cover under any policy of insurance will be available to the Pilot(s).
- 6.3 The Hirer acknowledges that the Hirer is itself liable for the amount of the Excess specified in the Schedule payable by the Operator under the policy of insurance

referred to in clause 6.1 and the Hirer must pay to the Operator the full amount of that Excess within 7 days of receiving an invoice from the Operator for that Excess.

## **7 HIRER'S LIABILITY AND INDEMNITY**

The Hirer is liable for and continually indemnifies the Operator against claim, proceeding, liability or demand of any nature as a result of the Hirer's hire and operation of the Aircraft.

## **8 LIABILITY OF THE OPERATOR**

The Operator is not liable to the Hirer for any claim, proceeding, liability or demand of any nature arising directly or indirectly from the Hirer's hire of the Aircraft or any use of the Aircraft by the Hirer or its employees, contractors or any other person, other than to the minimum extent required by law being rehire of the Aircraft or refund of the Hire Fee.

## **9 GENERAL**

**9.1** This agreement (constituted by the Schedule and these terms and conditions) constitutes the entire agreement between the Operator and the Hirer regarding the hire of the Aircraft and supersedes any prior representation, understanding or arrangement made between the Operator and the Hirer, whether orally or in writing.

**9.2** These terms and conditions may only be amended by a written document signed by the Operator and the Hirer.

**9.3** This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Accepted and agreed by the Hirer:

Name: .....

Title: .....

Signature: .....

Date: .....