

# Aircraft Hire Agreement

## Details

Date of agreement: \_\_\_\_\_

Hiree: Elyon Aviation Pty Ltd ACN 635 192 264

Hirer: \_\_\_\_\_

Place of delivery and return of aircraft: Redcliff Airfield

Flying Hours: Operating hours of the aircraft as indicated by the aircraft tachometer

This agreement is binding in perpetuity and relates to any and all aircraft hired by the Hirer from the date of this agreement.

## Terms & Conditions

1. The Hirer shall be able to demonstrate a minimum of the experience on type required to meet the insurance requirements for the hired aircraft, and may at the discretion of Elyon Aviation Pty Ltd, be required to conduct a check flight with an Elyon Aviation team member.
2. The Hirer will remain the Pilot in Command for the duration of the hire period
3. The Hiree will wet hire the aircraft to the hirer for consideration of an hourly charge for each flying hour during which the aircraft is operated in the hire period. The hourly rate for each aircraft is published in our Guide to Rates & Charges updated from time to time.
4. The Hirer may, at the discretion of Elyon Aviation Pty Ltd pay to the Hiree a non-refundable sum of money prior to the commencement of the hire period, in respect of a minimum of 50% of the estimated flying hours to be flown by the Hirer.
5. Before the commencement of the hire period the Hirer will in conjunction with the Hiree certify the tachometer hours of the aircraft and the general condition of the aircraft by way of written report to be appended to the Flight Dispatch documentation.
6. Within two days of the completion of the hire period, the Hirer must deposit by electronic funds transfer to such bank account that the Hiree may specify, payment in full for the flying hours flown in excess of the first 50% at the specified rate (if enforced from Item 4), along with any differential for fuel costs incurred during the hire period above a nominated dollar cost per litre. This per litre cost is published on the Elyon Aviation Pty Ltd website and updated from time to time in line with the average cost of fuel across the districts in which we operate.
7. The Hirer accepts the aircraft in the condition in which same is found as at the commencement of the hire period, and no warranty as to fitness for purpose or suitability or otherwise is provided by the Hiree.

.Perpetual Hire Agreement Effective 25/7/19

8. The Hiree is responsible for the cost of routine scheduled maintenance but is not liable to the Hirer for any loss occasioned to him / her by reason of the aircraft not being available for this reason.
9. The Hirer shall raise no objection nor seek any rebate if any equipment installed on the aircraft becomes unserviceable during the hire period.
10. The Hirer is responsible for returning the aircraft to Redcliff Airfield at his / her own expense regardless of any cause of unserviceability arising during the hire period, unless the cost of such retrieval is otherwise covered by insurance.
11. If, by agreement, the aircraft is hired on a “dry” basis, the aircraft must at the end of the hire period be returned to Redcliff Airfield with the same amount of fuel (approximately) on board at the commencement of the hire period and always with all equipment, manuals etc. that are provided with the aircraft in a clean condition.
12. The Hirer is responsible for the cost of repair of all damage sustained by whatever cause to the aircraft during the hire period at any level over and above the claimable insurance threshold. If any insurance excess is payable in respect of a claim concerning damage to the aircraft during the hire period, the Hirer must pay same promptly on demand of the Hiree.
13. The Hiree will ensure insurance is maintained in respect of the aircraft during the hire period. The Hirer must comply with the terms and conditions of the owner’s insurance and must not consent to permit any act or omission which might invalidate or render unenforceable the whole or any part of such insurance. Such compliance will be deemed to have been achieved where the aircraft is operated strictly in accordance with the approved Pilot Operating Handbook by the pilot authorised to fly the aircraft under this agreement.
14. The Hirer must not allow the aircraft to be utilised for ab initio training, aerobatics or low flying.
15. The Hirer must not permit any repairs or work to be conducted on the aircraft without the consent of the Hiree being obtained.
16. The Hirer must comply with all Air Navigation, Civil Aviation and Airworthiness Orders, Regulations and requirements.
17. Where hired “wet” the Hirer must pay for fuel costs over the nominated per litre price (as published on our website, and subject to change from time to time but fixed for the period of a specific hire activity under an approved Flight Event Dispatch) used by the aircraft and pay all landing, air navigation ground handling, parking and other operational charges that may be applicable during the hire period. The Hirer must promptly pay such sums after the Hiree receives particulars of same and provides such particulars to the Hirer.
18. If the Hiree has reasonable grounds for so doing concerning safety or the welfare of the Aircraft, the Hiree may direct the Hirer to return the aircraft to Redcliff Airfield or any closer port as it may direct prior to the conclusion of the hire agreement, whereupon the Hirer must comply with such direction.

Perpetual Hire Agreement Effective 25/7/19

19. The Hirer must operate the aircraft with every reasonable care and precaution according to the highest standards of aircraft management, maintenance and airmanship and strictly observe and comply with the Aircraft Owners Manual and maintain the aircraft, its engine/s and equipment in a proper and airworthy condition. The Hirer should also make him/herself familiar with the Elyon Aviation Operations Manual, a copy of which may be reviewed in our offices at any time.

20. The Hirer must keep the aircraft under their control and supervision and properly secured when not in flight and must clean the aircraft inside and out (to the condition the aircraft was supplied in) at the conclusion of the Hire Period.

21. The Hirer must indemnify and keep indemnified the Owner / Hiree against all actions claims suits, demands, losses, and expenses that may be occasioned to the Owner / Hiree or may arise against same as a result of the breach of this agreement by the Hirer or as a result of anything arising in respect of the aircraft during the hire period where the Hirer bears accountability for the events giving rise to any claim.

I, \_\_\_\_\_, the Hiree, on behalf of Elyon Aviation Pty Ltd, agree with the terms & conditions listed on this agreement.

\_\_\_\_\_

Hiree's Signature

\_\_\_\_\_

Date

I, \_\_\_\_\_, the Hirer, agree with the terms & conditions listed on this agreement.

\_\_\_\_\_

Hirer's Signature

\_\_\_\_\_

Date

Perpetual Hire Agreement Effective 25/7/19